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Christine Brennan Deputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION **101 Pleasant Street** Concord, N.H. 03301 TEL. (603) 271-3495 FAX (603) 271-1953

May 6, 2019

Frank Edelblut

Commissioner

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to exercise a renewal option with the vendors listed below, by increasing the price limitation by \$2,543,343.19 from \$5,209,214.74 to \$7,752,557.93 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective July 1, 2019 through June 30, 2020, upon Governor and Council approval. These contracts were originally approved on August 23, 2017 (Item # 88) and September 13, 2017 (Item# 72) with amendments approved on June 6, 2018 (Item #137), June 20, 2018 -(Item #130), and December 19, 2018 (Item #57). 39% Federal Funds, 61% State Funds.

~	<u>Vendor Code</u>	<u>FY2020</u>
Ascentria Community Services, Inc.	222201	. \$ 192,986.10
Fuller Public Library	177407	\$ 83,909.63
Holy Cross Family Learning Center	280545	\$ 39,168.00
International Institute of New England	177551	\$ 207,853.29
Nashua Adult Learning Center	167121	\$ 881,884.60
North Country Education Services (Coos Cty ALS)	154707	\$ 168,605.54
Second Start	177224	\$ 448,349.97
Southern New Hampshire Services-English for New Americans	177198	\$ 275,107.99
Southern New Hampshire Services-Portsmouth	177198	<u>\$ 245,478.07</u>
	Т	OTAL \$2,543,343.19

Funds to support this request are anticipate to be available in the account entitled Adult Education upon the availability and continued appropriation of funds.

06-56-56-562010-40370000-072-500575 Grants – Federal 06-56-56-562010-40390000-601-500931 State Fund Match

\$ 995,959.47 \$ 1,547,383,72 \$ 2,543,343.19



TDD Access: Relay NH 711 EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES



His Excellency, Governor Christopher T. Sununu and the Honorable Council May 6, 2019 Page 2

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EXPLANATION

A review was completed for year one in the spring of 2018 with contracts renewed for July 1, 2018. A review was completed for year two in the spring of 2019, based on satisfactory performance of the above adult education and literacy programs, the department is requesting that we exercise the renewal option for the third year. Approval of this request will allow the nine (9) contractors to provide one or more of the following adult education and literacy programs: Adult Basic Education, English as a Second Language, Adult Learner Services, and Integrated English Literacy and Civics Education.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

English as a Second Language (ESL) programs, authorized under Ed 703, will provide foundational skills below the secondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support these programs.

Respectfully submit

Frank Edelblut Commissioner of Education

TDD Access: Relay NH 711 EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Ascentria Community Services, Inc., Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) with an amendment approved on June 6, 2018 (Item#137) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.

2. Amend Section 1.8 by removing \$340,233.24 and replacing with a cumulative price limitation of \$533,219.34.

- 3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
- 4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget).
- 5. Remove Exhibit C -1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions).
- 6. Add the following Exhibits:
 Exhibit D: Contractor Obligations
 Exhibit E: Federal Debarment and Suspension
 Exhibit F: Anti-Lobbying
 Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality
 Exhibit H: Termination
- 7. All other provisions of this agreement shall remain in full force and effect.
- 8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)
Division of <u>Commissioner's Office</u>
By: <u>Commissioner of Education</u> Date
Ascentria Commun, & Servin Jun. Name of Corporation (Contractor)
By: Chief operation office
STATE OF NH Signature, Title
County of Hilsborough
On this the 2 rd day of May 20) G before me, Cathleen K. Arvedontshe undersigned
officer, personally appeared Tohorstone_ known to me (or satisfactory proven) to be
the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for
the purposes therein contained.
In witness whereof, I hereto set my hand and official seal.
Cathler K anedondo 4/22/2020
Notary Public Justice of the Peace Commission Expires

. 2017.

Approved as to form, substance and execution by the Attorney General this <u>29</u> day of <u>MAY</u>

Approved by the Governor and Council this _____ day of ____

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Division of Attorney General Office

Ву:_____

EXHIBIT A-2

The Services

Services at Ascentria Community Services, Inc. will be provided at the Immaculate Heart of Mary on Loudon Road in Concord. Students receiving services will be from the City of Concord and its surrounding communities.

Ascentria Community Services, Inc. in Concord will provide the following services:

Project Descriptions

Project 1: English as a Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

• The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards

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Contractor Initials

published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members agents or members and form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members agents or members agents or members agents or members and the contractor, its officers, employees, agents or members and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

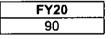
Contractor Initials Date

• The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 30%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in ESL program:



Project 2: Integrated English Literacy and Civics Education (IELCE)

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

The Contractor is responsible for identifying, recruiting, and serving students who are most in need
of Integrated English Literacy and Civics Education including individuals with degrees, credentials or
work experience in their native country.

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Contractor Initials

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- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - o Rights and responsibilities of citizenship
 - o Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.
- The Contractor is required to deliver curriculum, in a non-biased content-neutral manner.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.

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Contractor Initials Date __

• The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served:

FY20	
40	



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EXHIBIT B-2

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY20
Administrative	\$ 3,499.60
Teaching Staff	\$ 72,254.78
Administrative Benefits	\$ 910.00
Teacher Benefits	\$ 13,980.00
Professional Audit Services	\$ 160.00
Repairs & Maintenance	\$ 840.00
Rent	\$ 12,060.00
Insurance	\$ 480.00
Telephone	\$ 2,520.00
Postage	\$ 180.00
Travel	\$ 2,368.92
Books & Information	\$ 2,700.00
Workbooks & Printed Materials	\$ 2,700.00
Office Supplies	\$ 420.00
Dues & Fees	\$ 60.00
New Computers	\$ 1,750.00
Indirect Cost	\$ 11,513.33
Performance Bonus *	\$ 2,567.93
Totals	\$ 130,964.56

* The ESL Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019.

ESTIMATED PROJECT 2 (IELCE)	FY20
Administrative	\$ 3,499.60
Teaching Staff	\$ 36,630.62
Administrative Benefits	\$ 910.00
Teacher Benefits	\$ 4,716.00
Professional Audit Services	\$ 55.00
Repairs & Maintenance	\$ 300.00
Rent	\$ 2,640.00
Insurance	\$ 180.00
Telephone	\$ 1,080.00
Postage	\$ 42.00
Travel	\$ 3,480.00
Books & Information	\$ 1,200.00
Workbooks & Printed Media	\$ 1,200.00



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Office Supplies	\$ 420.00
Dues & Fees	\$ 30.00
Indirect Cost	\$ 5,638.32
Totals	\$ 62,021.54

- 1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A 2- Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$192,986.10
- 2. The total of the approved budget shall not exceed \$192,986.10 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - a. The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA 649-b.
- 7. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.
- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- 10. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.

Contractor Initials

- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$192,986.10

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are anticipated to be available in the account entitled Adult Education upon the availability and continued appropriation of funds in the future operating budget.

FY 2020

06-56-56-562010-40370000-072-500575	Grants – Federal	\$101,310.93
06-56-56-562010-40390000-601-500931	Grants – State Fund Match	<u>\$ 91,675.17</u>
	TOTAL	\$192,986.10



EXHIBIT C-2 Special Provisions

1. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 2.



EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

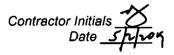


EXHIBIT E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

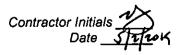


EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<u>http://www.whitehouse.gov/omb/grants/sfillin.pdf</u>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.



EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research

work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials Date ____

EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials: ______ Date: _

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASCENTRIA COMMUNITY SERVICES, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on June 13, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 652197 Certificate Number: 0004486124



IN TESTIMONY WHEREOF, 4 I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2019.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I, <u>Tara E. Browne</u> do hereby certify that: (Name of the elected Officer of the Agency; cannot be contract signatory)

- 1. I am a duly elected Officer of <u>Ascentria Community Services, Inc.</u> (Agency Name)
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on <u>December 7, 2018</u>: (Date)

RESOLVED: That the <u>Chief Operating Officer</u> (Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

- 3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
 - the <u>2nd</u> day of <u>May</u>, 20<u>19</u>. (Date Contract Signed)
- 4. <u>Timothy Johnstone</u> is the duly elected (Name of Contract Signatory)

Chief Operating Officer (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

The forgoing instrument was acknowledged before me this 2nd day of May, 2019,

By <u>Tara E. Browne, Clerk</u> (Name of Elected Officer of the Agency)

(Notary Public/Jus lice of

FARIBA AHMARIPOUR Notary Public

COMMONWEALTH OF MASSACHUSETTS My Commission Expires

September 10, 2021

(NOTARY SEAL)

Commission Expires: 9/10/2021

NH DHHS, Office of Business Operations Bureau of Provider Relationship Management Certificate of Vote Without Seal

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYYY) 4/4/2019

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AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Fuller Public Library, Hillsboro, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) with an amendment approved on June 6, 2018 (Item #137) hereby agree to modify same as follows:

- 1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.
- 2. Amend Section 1.8 by removing \$162,509.24 and replacing with a cumulative price limitation of \$246,418.87.
- 3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
- 4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget).
- 5. Remove Exhibit C-1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions).
- 6. Add the following Exhibits:
 - **Exhibit D: Contractor Obligations** Exhibit E: Federal Debarment and Suspension Exhibit F: Anti-Lobbying Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality Exhibit H: Termination
- 7. All other provisions of this agreement shall remain in full force and effect.
- 8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency)

Division of Commissioner's Office Commissioner of Education ller (Contractor) 5-6-201 Date the undersigned 20 9 before me. officer, personally appeared Samantha Gallo known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for ETOR In witness whereof, I hereto set my hand and official seal. Commission Expires

Notary Pub/c/Justice of the Peace

STATE OF New Homeshire

On this the 6 th day of May

County of Hillsboroom

the purposes therein contained.

Approved as to form, substance and execution by the Att	torney General this	29	day of <u>M</u>	A , 20 <u>1</u>	1 ¶.
	DROW	-lius	ARO Y	SAA	
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Approved by the Governor and Council this	day of	, 20	-		

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EXHIBIT A-2

The Services

Services for Hillsborough Project LIFT will be provided at the Fuller Public Library at 29 School Street in Hillsborough as well as at public libraries throughout the service area. Students receiving services are from Deering, Henniker, Hillsboro, Stoddard, Windsor, Washington, Antrim, Bennington, Francestown and Peterborough.

Fuller Public Library, through Project LIFT, will provide the following services:

Project Descriptions

Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need
 of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Page 1 of 11

Contractor Initials:

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members, employees, agents or members agents or members.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019 – 2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline

Contractor Initials: <u>5-6</u>. Date: <u>5-6</u>-1

Page 2 of 11

EXHIBIT B-2

ESTIMATED PROJECT (ALS)	FY20
Administrative	\$ 37,500.00
Teaching Staff	\$ 15,755.00
Administrative Benefits	\$ 24,765.98
Teacher Benefits	\$ 1,205.26
Telephone	\$ 1,485.00
Workbooks & Printed Media	\$ 853.10
New Computers	\$ 700.00
Performance Bonus*	\$ 1,645.29
Totals	\$ 83,909.63

Estimated Budget: Limitation on Price: Payment

- * The ALS Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019.
- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$83,909.63.
- 2. The total of all approved budgets within this contract period shall not exceed \$83,909.63 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA 649-b.

Page 4 of 11

Contractor Initials: Date:

Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

• The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 50%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in ALS program:

FY20	
50	

Contractor Initials: **Date:**

Page 3 of 11

- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.
- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- 10. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$83,909.63

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are anticipated to be available in the account entitled Adult Education upon the availability and continued appropriation of funds in the future operating budget.

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		FY 2020
06-56-56-562010-40370000-072-500575	Grants – Federal	*\$25,172.89
06-56-56-562010-40390000-601-500931	Grants – State Fund Match	\$58,736,74
P	TOTAL:	\$83,909.63

Contractor Initials: $\underbrace{\$t}_{\text{Date:}}$

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EXHIBIT C-2

Special Provisions

1. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 2.



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EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials: Date: 5-6-19

EXHIBIT E

Federal Debarment and Suspension

- o. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials:

EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying; and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<u>http://www.whitehouse.gov/omb/grants/sflllin.pdf</u>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials:

EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person "not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Page 10 of 11

Contractor Initials: <u>8</u> Date: 5

EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

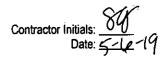
b. Termination forConvenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.



Fuller Public Library - Project LIFT, BAE- 2017-001 WIOA Adult Education

Certificate of Authority

I, Laura Buono, hereby certify that I am the Administrator for the Town of Hillsborough, NH. I hereby certify the following is a true statement of a vote taken at a meeting of the Board of Selectmen, duly called and held on May 1, 2019 at which a quorum of the Selectmen were present and voting.

VOTED: That **Philip Daley**, Fuller Public Library Trustee Chair and **Samantha**

Gallo, Fuller Public Library Director are duly authorized to enter into a contract on behalf of Fuller Public Library - Project LIFT, with the State of New Hampshire, Department of Education and any of it's agencies or departments and further is authorized to execute any documents which may in his or her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Town of Hillsborough, NH.

DATED: 5-6-19 ATTEST: Jama Bumo

In witness whereof I hereunto set my hand and official seal.

Manage Tome Notary Public My commission expires: $\frac{g/17}{19}$





Jonathan M. Daley, Chairman James C. Bailey III John P. Stohrer Board of Selectmen

TOWN OF HILLSBOROUGH

27 School Street, P.O. Box 7 Hillsborough, NH 03244 Tel (603)464-3877 Fax (603)464-4270 E-Mail: hillsboro@hillsboroughnh.net www.town.hillsborough.nh.us

Laura Buono Town Administrator

May 1, 2019

Department of Education 21 S. Fruit Street Concord, NH 03301

To Whom it May Concern:

At a duly posted meeting of the Governing Body for the Town of Hillsborough on May 1, 2019, The Board of Selectmen made the following motion which was unanimously approved by those in attendance:

The motion was made to authorize Phil Daley, Chairman of the Library Trustees; Laura Buono, Town Administrator; and Samantha Gallo, Library Director to execute the 2020 contract for LIFT through the Department of Education.

HILLSBOROUGH BOARD OF SELECTMEN

Jonathan M. Daley, Chairman

John P. Stohrer, Selectman

Russell F. Hilliard James F. Raymond Barton L. Mayer Heather M. Burns Lauren Simon Irwin Justin C. Richardson Michael S. McGrath* Jeanne S. Saffan** Peter W. Leberman Sabrina C. Beavens*** Susan Aileen Lowry Nathan C. Midolo**** Michael P. Courtney* Brooke Lovett Shilo



Of Counsel Douglas S. Hatfield Gary B. Richardson John F. Teague Charles W. Grau Thomas W. Morse Norman H. Makechnie Jeffrey R. Crocker

Serving New Hampshire since 1908

* Also admitted in MA ** Also admitted in MA & NY *** Also admitted in MA & FL **** Also admitted in MN

April 8, 2019

To Whom It May Concern:

Re: Project LIFT

Project LIFT is an entity operating under the auspices of the Town of Hillsborough and the Fuller Public Library. Its purpose is to provide free literacy services to the most undereducated and underserved people in the greater Hillsborough area and surrounding towns. The Town of Hillsborough is the financial agent for Project LIFT; therefore, it is not a registered non-profit corporation with the Secretary of State of the State of New Hampshire.

Very truly yours,

Peter W. Leberman <u>pleberman@uptonhatfield.com</u> (603) 410-2844

PWL/dew

8 School Street, PO Box 13, Hillsborough, NH 03244-0013 Concord – Hillsborough – Jaffrey – Peterborough – Portsmouth

Primex"

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	Member Number:	Com	pany Affording Coverage:		
Town of Hillsborough PO Box 7 Hillsborough, NH 03244	200	Bov 46 [I Public Risk Management Exchange - Primex w Brook Place Donovan Street ncord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy) -	Expiration Date (mm/dd/yyyy)	Limite - NH Statutory Limits May Apply, if Not:		
X General Liability (Occurrence Form) Professional Liability (describe) Claims Occurrence Made	1/1/2019	1/1/2020	Each Occurrence \$ 5,000,000 General Aggregate \$ 5,000,000 Fire Damage (Any one fire)		
Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident) Aggregate		
X Workers' Compensation & Employers' Liabil	ity 1/1/2019	1/1/2020	X Statutory \$2,000,000 Each Accident \$2,000,000		
			Disease - Each Employee		
			Disease - Policy Limit		
Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		

Description: Proof of Primex Member coverage only. BAE-2017-001 WIOA Adult Education.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex	³ – NH Public Risk Management Exchange
		<u></u>	By:	Mary Erch Percet
State of New Hampshire			Date:	4/10/2019 mpurcell@nhprimex.org
Department of Education				Please direct inquires to: Primex ³ Cialms/Coverage Services
21 South Fruit St, Ste 20 Concord, NH 03301				603-225-2841 phone 603-228-3833 fax

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Holy Cross Family Learning Center, Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on September 13, 2017, (Item #72) with an amendment approved on June 20, 2018, (Item #130) hereby agree to modify same as follows:

- 1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.
- 2. Amend Section 1.8 by removing \$65,200.00 and replacing with a cumulative price limitation of \$104,368.00.
- 3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
- 4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget).
- 5. Remove Exhibit C-1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions).
- 6. Add the following Exhibits:

Exhibit D: Contractor Obligations Exhibit E: Federal Debarment and Suspension Exhibit F: Anti-Lobbying Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality Exhibit H: Termination

- 7. All other provisions of this agreement shall remain in full force and effect.
- 8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency)

Division of Commissioner's Office B١ Commissioner of Education Date STATE OF **L** *amnshir*l bor County of Demirjianthe undersigned 20/9 before me. On this the day of Moknown to me (or satisfactory proven) to be officer, personally appeared \underline{l} Janet Y aleri the person whose name is subscribed to the within instrument and acknowledged that he/she executed the the purposes therein contained. In witness whereof, I hereto set my hand and official seal. OMMISSION Aucember 19, 2023 EXPIRES Ary Public/Justice of the Peace **Commission Expires** Approved as to form, substance and execution by the Attorney General this 29 day of

Approved by the Governor and Council this ______ day of ______, 20___

,

Ву:_____

1

EXHIBIT A-2

The Services

Services at Holy Cross Family Learning Center will be provided at their location at 438 Dubuque Street in Manchester. Students receiving services are from the Manchester area.

Holy Cross Family Learning Center in Manchester will provide the following services:

Project: Integrated English Literacy and Civics Education (IELCE)

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.

Contractor Initials

- Adult Education and Literacy Activities, including English language acquisition and workforce preparation
- o Rights and responsibilities of citizenship
- Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline

Contractor Initials

Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

• The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 30%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in IELCE Program:

FY20	
120	

Contractor Initia

EXHIBIT B-2

ESTIMATED PROJECT	FY20
Administrative	\$ 16,000.00
Teaching Staff	\$ 17,000.00
New Computers	\$ 2,100.00
Performance Bonus*	\$ 768.00
Indirect Costs	\$ 3,300.00
Totals	\$ 39,168.00

Estimated Budget: Limitation on Price: Payment

The ESL Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019.

- 1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$39,168.00.
- 2. The total of the approved budget shall not exceed \$39,168.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA 649-b.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.

Contractor Initial

- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- 10. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA Federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price: This agreement will not exceed: \$39,168.00.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are anticipated to be available in the account entitled Adult Education upon the availability and continued appropriation of funds in the future operating budget.

06-56-56-562010-40370000-072-500575 Grants - Federal

FY 2020 \$39,168.00

Contractor Initials(Date:/

EXHIBIT C-2

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 2.

Contractor Initials

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



EXHIBIT E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.



EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<u>http://www.whitehouse.gov/omb/grants/sfillin.pdf</u>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.



EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract. If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in-state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Init

Certificate of Authority

I, Judi Window, Chairperson of Holy Cross Family Learning Center do hereby certify that:

- 1. I maintain and have custody of an am familiar with the seal and minute books of the corporation;
- 2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 3. The following (is a) (are) true and complete cop(y)(ies) of the resolution adopted by the Board of Directors of the corporation at a meeting of that Board on <u>May 1, 2019</u>, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;

That: Holy Cross Family Learning Center will enter into a contract with the NH Department of Education to provide adult education programs. This resolution shall remain in effect until specifically revoked.

That: Holy Cross Family Learning Center Board of Directors has named Janet C. Valeri as having authority to sign a contract with the NH Department of Education.

4. The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on <u>Mar 1, 2019</u>, 2019.
5. The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date

5. The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and

6. The following person(s) lawfully occupy the office(s) indicated below:

Judi Window, Chairperson Janet C. Valeri, Executive Director N/A, Vice President Sean Doherty, Secretary Daniel Bednarski, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chairperson of the Corporation this,

Board Chairperson

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before as authorized officer below)

State of New Hampshire County of Hillsborough

On M_{0-1} , 2019 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Board Chairperson of the corporation identified in the foregoing certificate, and acknowledge the he executed the foregoing certificate.

In witness whereof I hereunto set my hand and COMMISSION otary Public/Justice of FXPIBES

Corporate Resolution

hereby certify that I am duly elected Board Chairperson of TOSS FOONIN COMMENTATION CONTROL OF A COMMENT OF A COMMENT. vote taken at a meeting of the Board of Directors duly called and held on May 1, 2019 at which a quorum of the Directors were present and voting.

<u>VOTED</u>: That Janet C. Valeri, Executive Director, is duly authorized to enter into contracts or agreements on behalf of Holy Cross Family Learning Center with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable and necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

1,2019 DATED:

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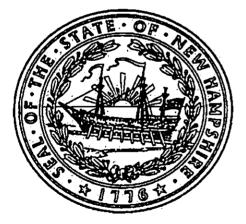
h drut R. J Chain ATTEST: (Name and Title)

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLY CROSS FAMILY LEARNING CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 671469 Certificate Number: 0004486029



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2019.

William M. Gardner Secretary of State

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CERTIFICATE OF LIABILITY INSURANCE

TCATOR DATE (MM/DD/YYYY) 5/22/2019

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AMENDMENT TO **PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and International Institute of New England, Inc., Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) with an amendment approved on June 6, 2018 (Item #137) hereby agree to modify same as follows:

- 1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.
- 2. Amend Section 1.8 by removing \$1,006,824.13, and replacing with a cumulative price limitation of \$1,214,677.42.
- 3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
- 4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget).
- 5. Remove Exhibit C-1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions).
- 6. Add the following Exhibits: Exhibit D: Contractor Obligations Exhibit E: Federal Debarment and Suspension Exhibit F: Anti-Lobbying Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality Exhibit H: Termination
- 7. All other provisions of this agreement shall remain in full force and effect.
- 8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency) Division of missione 5-2049 B١ Date Commissioner of Education New England tern hiana Name of Corporation (Contractor) Re si By Signature, Title Date MHSSOL HUSETT STATE OF SUFFORK Count i37 20 19 before me, <u>CMTLIN</u> <u>SLAVIM</u>, the undersigned <u>THIELMAM</u> known to me (or satisfactory proven) to be <u>STAVIN</u>, the undersigned On this the day of KEr officer, personally appeared JEPP the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, Lhereto set my hand and official seal. 16,

County of

tary Public/Justice of the Pt

Commission Expires S Caitlin E. Slavin Notary Public: Commonwealth of Massachusetts My Commission Expires May 16, 2025 ; ;

Approved as to form, substance and execution by the Attorney	General this <u>29</u> day of <u>MA4</u> , 2019.
	EXCA Ricuna SALA
Approved by the Governor and Council this day of	Division of Attorney General Office

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Ву: _____

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EXHIBIT A-2

The Services

Services at International Institute of New England will be provided in multiple locations in Manchester including their facility at 470 Pine Street Street and a new site to be determined. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

International Institute of New England in Manchester will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

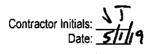
- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.



Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

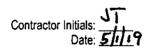
- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures

2019-2020



Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

 The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 30%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in the ESL program:

FY20	
85	
-	

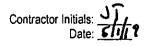
Project 2: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.



Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - o Rights and responsibilities of citizenship
 - o Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

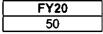
- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in the IELCE program:



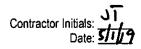


EXHIBIT B-2

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY20		
Administrative	\$ 6,886.34		
Teaching Staff	\$ 106,395.41		
Administrative Benefits	\$ 1,583.84		
Teacher Benefits	\$ 24,470.94		
Cleaning Services	\$ 1,299.96		
Rent	\$ 8,349.96		
Rental of Equipment	\$ 249.96		
Telephone	\$ 1,899.96		
Advertising	\$ 500.00		
Printing	\$ 500.00		
Travel	\$ 250.00		
Office Supplies	\$ 2,000.04		
New Computers	\$ 1,750.00		
Performance Bonus*	\$ 3,431.50		
Indirect Cost	\$ 15,438.64		
Totals	\$ 175,006.55		

* The ESL Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019.

ESTIMATED PROJECT 2 (IELCE)	FY20
Administrative	\$ 1,250.00
Teaching Staff	\$ 19,929.41
Administrative Benefits	\$ 287.50
Teacher Benefits	\$ 4,583.76
Cleaning Services	\$ 400.00
Rent	\$ 1,610.00
Telephone	\$ 800.00
Office Supplies	\$ 1,000.00
Indirect Cost	\$ 2,986.07
Tot	als \$ 32,846.74

- 1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$207,853.29.
- 2. The total of the approved budget shall not exceed \$207,853.29 without written modification signed by the parties to this agreement and approved by the Governor and Council.

Contractor Initials: Date:

- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - a. The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA 649-b
- 7. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.
- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

Contractor Initials:

14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$207,853.29

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are anticipated to be available in the account entitled Adult Education upon the availability and continued appropriation of funds in the future operating budget.

		<u>FY 2020</u>
06-56-56-562010-40370000-072-500575	Grants – Federal	\$ 85,348.70
06-56-56-562010-40390000-601-500931	Grants – State Fund Match	<u>\$122,504.59</u>
	TOTAL	\$207,853.29

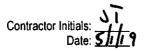


EXHIBIT C-2

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 2.

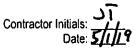


EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

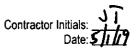
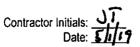


EXHIBIT E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.



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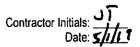
EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- c. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<u>http://www.whitehouse.gov/omb/grants/sflllin.pdf</u>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.



Page 12 of 14

EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research

work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

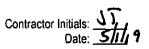


EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

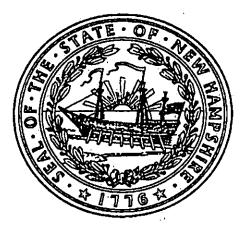
Contractor Initials

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739194 Certificate Number: 0004500115



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2019.

William M. Gardner Secretary of State





May 2, 2019

RE: International Institute of New England – New Hampshire Department of Education Contract Documents

Dear Marie:

Please find enclosed the signed and original **Contract Amendment**, the **Exhibits A – H**, and **Certificate of Vote** for the International Institute of New England's contract amendment for 2019-2020.

If you would kindly confirm receipt of delivery to the email below, it would be greatly appreciated.

Please do not hesitate to contact me at <u>kalvarez@iine.org</u> or at (617) 801-5282 with any questions or for further documentation.

Sincerely,

Karinna Alvarez Public Grants and Contracts Manager

Enclosure

617-695-999 978-459-903 4 603-647-1500

CERTIFICATE OF VOTE

I, William Krause, do hereby certify that:

(Name of the elected officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of International Institute of New England, Inc. (Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency

duly held on December 1, 2015: (Date)

RESOLVED: That the President and Chief Executive Officer is hereby authorized on behalf of this Agency (Title of Contract Signatory)

to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements

and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary,

desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the

1st day of May 2019. (Date Contract Signed)

4. Jeffrey Thielman is the duly elected President and Chief Executive Officer of the Agency. (Title of Contract Signatory

(Name of Contract Signatory)

(Signature of the elected officer)

Assistant Secretary/Clerk (Title of the elected officer)

(AGENCY SEAL)

STATE OF Massachusetts County of SUH

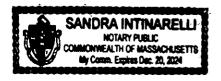
The forgoing instrument was acknowledged before me this <u>1st</u> day of <u>May</u> 2019

Βv (Name of Elected Officer of the Agency)

Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: December 20,2024





CERTIFICATE OF LIABILITY INSURANCE

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Page 1 of 1

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								PREMISES (Éa occurrence)		20,000
^			.			05/05/2019	05/05/2020	MED EXP (Any one person)	\$	
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	DESCRIPTION OF OPERATIONS below	+						E.L. DISEASE - POLICY LIMIT	\$	
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER:

CLASSIFICATION	CODE	PREMIUM BASIS BSTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OP REMUNERATION	BSTINATED ANNUAL PREMIUM
LOCATION 001 01 (CONT'D)			· ·	
COLLEGE: ALL OTHER EMPLOYEES	9101	1100	4.61	51

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.80% EMPL. LIAB. INCREASED LIMITS (9807)	\$ 25 50	
ADD FOR INCREASED LIMITS MINIMUM (9848) EXPERIENCE MODIFICATION: NONE MODIFIED PREMIUM	NONE	
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	3171	
EXPENSE CONSTANT (0900)	160	
0.0100 TERRORISM (9740)	54	
0.0100 CAT (OTHER THAN CERT ACTS OF TERRORISM) 9741	54 · · · · · · · · · · · · · · · · · · ·	
TOTAL ESTIMATED PREMIUN DEPOSIT AMOUNT DUE	3439	
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SCHEDULE NO: 2 OF LAST

ST ASSIGN: NH

DATE OF ISSUE: 08-28-18 WC



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER:

LISTING OF ENDORSEMENTS **EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

MC	00	00	01	λ	-	001	INFORMATION PAGE
WC	00	00`	01	à	-	001	INFORMATION PAGE 2
WC	00	00	01	λ	-	001	EXTENSION OF INFORMATION PAGE - SCHEDULE
MC	00	00	01	λ	-	001	ENDORSEMENT LISTING
WC	- 00	03	26	λ	-	001	LIMITED OTHER STATES INSURANCE END
WC	00	04	14	00	-	001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
MC.	00	.04	17	B	-	001	ASSIGNED RISK LSRP NOTIFICATION END
WC	00	04	22	В	-	001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC	00	04	24	00	-	001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC	00	04	21	D	-	001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC	00	03	02	00	-	001	DESIGNATED WORKPLACES EXCLUSION
WC	00	03	80	00	•	001	PARTNERS, OFFICERS AND OTHERS EXCL ENDT
WC	00	04	19	00	-	001	PREMIUM DUE DATE ENDORSEMENT
MC.	28	06	01	00	-	001	NH SOLE REPRESENTATIVE END'T
ŴĊ	28	06	04	00	-	001	NH AMENDATORY ENDT

DATE OF ISSUE: 08-28-18

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Nashua Adult Learning Center, Nashua, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and amended on June 6, 2018 (Item #137) and on December 19, 2018 (Item #57) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.

2. Amend Section 1.8 by removing \$1,586,321.93 and replacing with a cumulative price limitation of \$2,468,206.53.

3. Replace Exhibit A-2 with Exhibit A-3 (Scope of Services)

4. Replace Exhibit B-2 with Exhibit B-3 (Budget).

5. Replace Exhibit C-1 with Exhibit C-2 (Special Provisions).

6. Add the following Exhibits:

Exhibit D: Contractor Obligations Exhibit E: Federal Debarment and Suspension Exhibit F: Anti-Lobbying Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality Exhibit H: Termination

7. All other provisions of this agreement shall remain in full force and effect.

8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency)

Division of Commissioner's Office ~20.19 Commissioner of Education Nashua Adult Learning Center Name of Corporation (Contractor) r. 5/2/2019 Date enature. Title STATE OI County o On this the \checkmark _day of MOU 20 Defore m the undersigned officer, personally appeared ((2) Din_known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereto set my hand and official seal. MARIE-ELAINE HENDRA Justice of the Peace - New Hampshire

Notary Public/Justice of the Peace

Ny Commission Expires July 2, 2019 Commission Expires

Approved as to form, substance and execution by the Att	torney Gen	eral this 29	day of MAY	_, ₂₀ 17
	(DY	AT R	icmard Sala	
		Division of Atto	mey General Office	
Approved by the Governor and Council this	_day of	, 20)	

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By: _____

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EXHIBIT A-3

The Services

Services at Nashua Adult Learning Center will be provided at their location in Nashua at 4 Lake Street as well as Milford High School, Clearway High School, on the campus of Nashua Community College and will be offering services at the new community center being built by the city of Nashua. Students receiving services will be from the city of Nashua and its surrounding areas including Hudson, Litchfield, Merrimack, Hollis, Milford, Wilton and Brookline. Additionally, Nashua Adult Learning Center will offer Adult Basic Education classes at a satellite location in Manchester.

Nashua Adult Learning Center in Nashua will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

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• The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.

Contractor Initials: $\bigcirc B$ Date: $\underline{52}/19$

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth guarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline

Measurable Skills Gains	Baseline

 The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 50%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in the ABE program:

FY20	
273	

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

 The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.



- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

The Contractor must incorporate digital literacy instruction for all students at all levels.

- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

• The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 30%.

Reporting

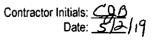
- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in the ESL program:

	FY20		1	
	840]	

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.



ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

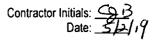
- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019 – 2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

• The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 50%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.



The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in the ALS program:

FY2	0
150	l

Project 4: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

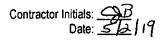
IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment
 including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.



Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE
 program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - o Rights and responsibilities of citizenship
 - o Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.



- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served:

FY20	
180	

EXHIBIT B-3

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY20	
Administrative	\$ 31,691.68	
Counseling Staff	\$ 47,254.92	
Teaching Staff	\$ 159,030.90	
Administrative Benefits	\$ 10,594.54	
Counseling Benefits	\$ 11,034.32	
Teacher Benefits	\$ 20,796.55	
Repairs & Maintenance	\$ 1,020.00	
Rent	\$ 6,750.00	
Insurance	\$ 1,020.00	
Telephone	\$ 600.00	
Postage	\$ 840.00	
Advertising	\$ 600.00	
Printing	\$ 1,500.00	
Travel	\$ 1,980.00	
Energy Utilities	\$ 23,400.00	
Books & Information	\$ 17,655.00	
New Computers	\$ 3,150.00	
Performance Bonus*	\$ 7,449.89	
Indirect Cost	\$ 33,576.79	
Totals	\$ 379,944.59	

* The ABE Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 50% as determined by the Bureau of Adult Education as of September 30, 2019.

ESTIMATED PROJECT 2 (ESL)	FY20
Administrative	\$ 35,191.68
Counseling Staff	\$ 20,814.12
Teaching Staff	\$ 163,064.88
Administrative Benefits	\$ 10,997.04
Counselor Benefits	\$ 2,393.62
Teacher Benefits	\$ 21,260.46
Repair & Maintenance	\$ 1,020.00
Insurance	\$ 1,020.00
Telephone	\$ 600.00
Postage	\$ 840.00
Advertising	\$ 600.00
Printing	\$ 1,500.00
Energy Utilities	\$ 22,200.00

Books & Information	\$	18,000.00
New Computers	\$	11,900.00
Performance Bonus*	\$	6,827.04
Indirect Cost	\$	29,950.18
Tota	ls \$	348,179.02

* The ESL Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019.

ESTIMATED PROJECT 3 (ALS)	FY20
Administrative	\$ 40,000.00
Administrative Benefits	\$ 4,600.00
Telephone	\$ 500.00
Postage	\$ 500.00
Travel	\$ 500.00
Energy Utilities	\$ 5,000.00
Books & Information	\$ 4,000.00
New Computers	\$ 3,850.00
Performance Bonus*	\$ 1,289.20
Indirect Cost	\$ 5,510.00
	Totals \$ 65,749.20

* The ALS Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 50% as determined by the Bureau of Adult Education as of September 30, 2019.

ESTIMATED PROJECT 4 (IELCE)	FY20
Administrative Staff	\$ 13,935.04
Counseling Staff	\$ 23,524.80
Teaching Staff	\$ 25,078.92
Administrative Benefits	\$ 2,502.53
Counseling Benefits	\$ 6,505.35
Teacher Benefits	\$ 2,884.08
Energy Utilities	\$ 4,500.00
Books & Information	\$ 1,080.00
Indirect Cost	\$ 8,001.07
Totals	\$ 88,011.79

1

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$881,884.60.

- 2. The total of all approved budgets within this contract period shall not exceed \$881,884.60 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual State funds for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - a. The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA 649-b
- 7. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.
- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable State and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of state funds and/or costs expended on individuals who were erroneously determined to be eligible for services.

14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of State funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed \$881,884.60.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are anticipated to be available in the account entitled Adult Education, upon the availability and continued appropriation of funds in the future operating budget.

06-56-56-562010-40370000-072-500575 06-56-56-562010-40390000-601-500931
 FY 2020

 Grants – Federal
 \$ 326,173.64

 Grants – State Fund Match
 \$ 555,710.96

 TOTAL
 \$ 881,884.60

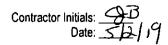


EXHIBIT C-2

Special Provisions

1. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 3.



EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

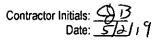


EXHIBIT E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

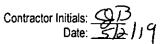


EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- o. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (http://www.whitehouse.gov/omb/grants/sfillin.pdf).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

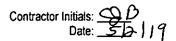


EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

implementing regulations issued by the DOE.

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

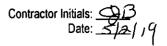
b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA ADULT LEARNING CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61851 Certificate Number: 0004503047



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April A.D. 2019.

William M. Gardner Secretary of State



CERTIFICATE OF AUTHORITY

I, Chad Theroux, Secretary of The Nashua Adult Learning Center, Inc. do hereby certify that:

- 1. I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 3. The following is a true and complete copy of the resolution adopted by the Board of Directors of the corporation at a meeting held on April 16, 2019 which resolution was passed in accordance with the laws of the state of incorporation and the by-laws of the corporation;

As per the resolution of the Board of Directors, we approve that the Adult Learning Center may enter into contracts with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions, or renewals thereof. This shall remain in force until specifically revoked.

The following is a true and complete copy of the resolution adopted at a meeting of the Board of Directors authorizing the Executive Director to execute all applicable documents in association with contracts with the New Hampshire Department of Education. See attached.

- 4. The foregoing resolution and by-laws are in full force and effect, unamended, as of the date hereof; and
- 5. The following persons lawfully occupy the offices indicated below:

Mary DeRochePreCarol KreickViaChad TherouxSeaKathleen AllenTre

President Vice President Secretary Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 2 day of $Ma \neq 2019$.

(Corporate Seal, if any)

(If the Corporation has no seal, the Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

On _______, 2019, before me the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that __he__ executed the foregoing certificate.

In witness whereof, I hereunto set my hand and official seal.

MARIE-ELAINE HENDRA Justice of the Peace - New Hampshire My Commission Expires July 2, 2019

Mare Clain

stice of the Peace/Notary Public



BOARD OF DIRECTORS

MINUTES OF MEETING

April 16, 2019

Present: Kathleen Allen, Sharon Cowen, Sharon Dalton, Steven Greenwood, Rachel Guill, Carol Kreick, Doreen Manetta, Kathie Nannicelli, Al Oasan, Michael Sheahan, Pastor Dave Smith, Chad Theroux and Brenda Van Hirtum

Excused: Sharad Agarwal, Heather Booth, Mary DeRoche and Janeth Orozco Sanchez

Finance Committee:

Kathleen Allen presented the March Dashboard. The Dashboard and financials indicated we are showing a profit of \$210K down \$200K from last year. As noted last month, we are feeling the effects of losing the Hudson program. The good news is our cash position is strong.

New Hampshire Department of Education Grants:

Carol Baldwin reported we are in the 3rd year of the grant cycle. Carol was happy to report the grants for this coming year will have a 2 to 3% increase over last year. The state has offered 53 Chrome notebooks to encourage distance learning. Carol explained that the grant contracts would need to be signed later this month or in early May and that she requires authority from the Board of Directors to execute the documents.

Linda Beliveau our computer teacher works 20 hours a week in the classroom and also supplies IT support to the center. At the present time, she does not qualify for health benefits. Starting in September, the state has approved paying a portion of her health benefits and the ALC will pay the rest. Frank Edelblut, Commissioner of Education for the State of New Hampshire, visited Clearway last month. It was a very positive visit and he interacted well with the students. It was the first time in Clearway's history that they had ever been visited by a Commissioner of Education.

Motion to accept the March financials, Chad Theroux. Second Alvin Oasan motion carried.

Motion to ratify the January and February financials, Rachel Guill. Second by Chad Theroux motion carried.

Motion to approve the Adult Learning Center entering into contracts with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions, or renewals thereof, which authority to remain in force until specifically revoked, Chad Theroux. Second Alvin Oasan. Motion carried.

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE				(MM/DD/YYYY)	
4/29/2019 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSUREPS). AUTHORIZED					LDER. THIS
KEPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of this certificate does not confer rights to the certificate holder in lieu of	the policy certain r	Nolicios may	NAL INSURED provisio require an endorsemen	nsorbo	e endorsed. tatement on
PRODUCER	CONTACT NAME: Kimberly	oj. Gutókupet		<u> </u>	
Eaton & Berube Insurance Agency, Inc. 11 Concord Street	PHONE 603-88	2.2766	FAX	602.00	
Nashua NH 03064	PHONE (AC, No, Ext): 603-88 E-MAIL ADDRESS: kgutekur	nst/Beatonbe	[.(A/C, No)	<u>1: 603-88</u>	6-4230
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	INSURER A : Hanove	·······	KOING CUVERAGE		NAIC#
INSURED NASAD	INSURER B : Eastern				22292
Nashua Adult Learning Center Inc. c/o Carol Baldwin	INSURER C :	7 alianou mau			
4 Lake Street	INSURER D :		<u> </u>		
Nashua NH 03060	INSURER E :				
	INSURER F :				
COVERAGES CERTIFICATE NUMBER: 737986620			REVISION NUMBER:	!	
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A X COMMERCIAL GENERAL LIABILITY Y	5/1/2019	5/1/2020	EACH OCCURRENCE	\$ 1,000	.000
			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	
			MED EXP (Any one person)	\$ 15,00	
			PERSONAL & ADV INJURY	\$ 1,000	
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 3,000	
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A AUTOMOBILE LIABILITY	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Es accident)	\$ 1,000.	000
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B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5/1/2019	5/1/2020	X PER OTH-	• · · · · · · · · · · · · · · · · · · ·	
ANYPROPRIETOR/PARTNER/EXECUTIVE			E.L. EACH ACCIDENT	s 1,000,	000
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If yes, describe under DESCRIPTION OF OPERATIONS below		ł			
A Management Liability	5/1/2019	5/1/2020	Directors & Officers	\$1,000	·
			Employment Practices Fiduciary Liability	\$1,000 \$1,000	,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	ie, may be attached if more	BORCE IS require	a	·	
Education services and child care. Employee Dishonesty Limit \$200,000.			uj		
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ERTIFICATE HOLDER CANCELLATION					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					D BEFORE VERED IN
21 South Fruit Street, Suite #20 Concord NH 03301	AUTHORIZED REPRESEN	TATIVE			
	<u> </u>				
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AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and North Country Education Services, Gorham, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) with an amendment approved on June 6, 2018 (Item #137) hereby agree to modify same as follows:

- 1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.
- 2. Amend Section 1.8 by removing \$321,983.13 and replacing with a cumulative price limitation of \$490,588.67.
- 3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
- 4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget).
- 5. Remove Exhibit C-1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions).
- 6. Add the following Exhibits:
 Exhibit D: Contractor Obligations
 Exhibit E: Federal Debarment and Suspension
 Exhibit F: Anti-Lobbying
 Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality
 Exhibit H: Termination
- 7. All other provisions of this agreement shall remain in full force and effect.
- 8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency) Division of Commissioner's Office -20 (9 Commissioner orth Country Education Services Name of Corporation (Contractor) utive Prector STATE OF New Hampshire Cous County of 2019 before me, Lisa Maric Nadeau, the undersigned On this the 2 nd day of May known to me (or satisfactory proven) to be officer, personally appeared <u>Ling Lang TULS</u> the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. LISA MARIE NADEAU, Notary Public In witness whereof, I hereto set my hand and official seal. My Commission Explres July 11, 2023 samue Hadeau Notary Public/Justice of the Peace Commission Expires

Approved as to form, substance and execution by the Attorney General this 29 day of MAY, 2019.

RichAR SAMA Division of Aromey General Office

Approved by the Governor and Council this _____ day of ____

Ву:_____

EXHIBIT A-2

The Services

Services will be provided at their facility in Berlin at 166 Main Street as well as at two outreach sites: Weeks Memorial Library in Lancaster and at the Colebrook Public Library. The program serves students from multiple communities in Coos County.

Coos County Adult Learner Services, through North Country Education Services, will provide the following services:

Project Descriptions

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Contractor Initials:

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019 – 2020
Employment (second quarter after exit)	Baseline

Contractor Initials Date:

Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

 The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 50%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social 's security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in ALS program:

FY20	
60	

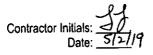


EXHIBIT B-2

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY20
AdmInistrative Salary	\$ 67,481.36
Teacher Salary	\$ 3,383.16
Administrative Benefits	\$ 49,753.29
Teacher Benefits	\$ 330.09
Contract Internet Service Provider	\$ 2,425.00
Rent	\$ 10,800.00
Insurance	\$ 160.00
Phone	\$ 1,680.00
Postage	\$ 300.00
Advertising	\$ 400.00
Printing	\$ 1,130.00
Travel	\$ 6,587.00
Energy Utilities	\$ 700.00
Books & Information	\$ 5,000.00
Software	\$ 348.87
Office Supplies	\$ 2,500.00
Professional Organization Dues	\$ 25.00
New Computers	\$ 1,050.00
Indirect Cost	\$ 11,245.78
Performance Bonus*	\$ 3,305.99
Totals	\$ 168,605.54

* The ALS Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019.

- 1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$168,605.54.
- 2. The total of the approved budget shall not exceed \$168,605.54 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond

one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

- 6. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA 649-b.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.
- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- 10. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price: This agreement will not exceed: \$168,605.54

> Contractor Initials: $\frac{1}{5}$ Date: $\frac{1}{5}$

Page 5 of 12

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

<u>Funding Source</u> Funds to support this request are anticipated to be available in the account entitled Adult Education, upon the availability and continued appropriation of funds in the future operating budget.

		<u>FY 2020</u>
06-56-56-562010-40370000-072-500575	Grants – Federal	\$118,023.88
06-56-56-562010-40390000-601-500931	Grants – State Fund Match	<u>\$ 50,581.66</u>
	TOTAL	\$168.605.54



EXHIBIT C-2

Special Provisions

1. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 2.

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials: _____ Date: _____ 19

EXHIBIT E

Federal Debarment and Suspension

- o. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials:

EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<u>http://www.whitehouse.gov/omb/grants/sflllin.pdf</u>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials:

EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in

accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials:

EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448 Certificate Number: 0004485686



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2019. -

William M. Gardner Secretary of State

Certificate of Authority

I, Kathleen Kelley, Clerk/Secretary of North Country Education Services Agency do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate:
- (3) The following is true and complete copy of the resolution adopted by the board of directors of the corporation at a meeting of that board on June 18, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;

That: North Country Education Services Agency will enter into a contract with the Department of Education to provide adult learner services. This resolution shall remain in effect until specifically revoked.

That: North Country Education Services Agency's Board of Directors has named Lori Langlois as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a Board of Director's meeting on June 14, 2016.
- (5) The foregoing resolution(s) and by-law are in full force and effect unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Pierre Couture, President

Cheryl Baker, Vice President

Kathleen Kelley, Treasurer/Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 2" dav of <u>Man</u> 2019.

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On this the <u>2</u>nd day of <u>May</u>, 2019, before me, <u>Lisa Maire Nadean</u>, the undersigned, personally appeared <u>Kathleen Kelley</u>, who acknowledged herself to be the Clerk/Secretary of <u>North Country Education Services</u> Agency, a corporation, that she as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Clerk/Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires:

Lisa Marie Nadeau Notary/Justice of the Peace

LISA MARIE NADEAU, Notary Public My Commission Expires July 11, 2023



EXECUTIVE BOARD

MINUTES

Tuesday, June 18, 2013 9:30 a.m.

I. Call to Order-Welcome New Members and Guests

P. MacMillan called the meeting to order at 9:28 am. A round-table introduction was done for Pierre Couture, incoming SAU 35 Superintendent.

II. Introduction of New Executive Director

R. Healey said it is his pleasure to introduce Lori Langlois as the new Executive Director of NCES. He said she has done an outstanding job as Associate Director.

III. Collaboration Project Summary-Final Report-Wayne Gersen

R. Healey said that he has asked Dr. Gersen to give a final report on the Collaboration Tillotson Project. Wayne Gersen dispersed two handouts. He briefly discussed what was projected from the grant which started in 2011. He touched on a few important items: CCSS, Smarter Balanced Assessment, technology software and hardware, CIA, USDOE waiver, collaboration and supporting NCES. R. Healey thanked W. Gersen for all his time and effort over the last two years.

IV. Consent Agenda

- Board Minutes of May 21, 2013
- Finance/Personnel Minutes of May 21, 2013
- Policy Minutes of May 21, 2013

Motion: to accept the Consent Agenda by K. Pfeifer.

Seconded by P. Bousquet.

1

Motion Carried: all in favor; none opposed.

V. May 2013 Financial Summary

B. Dube said the Finance Summary begins on page 9 of the packet; asked if there were any questions. None were asked.

VI. Executive Director's Report

• Collaboration Grant Evaluation: R. Healey said that Kathleen Norris is scheduled to complete the second phase evaluation of the Collaboration Grant. He feels she did a great job the first time. He is planning to meet with her soon. C. Ladd asked if L. Langlois will be at this meeting. R. Healey said it was not planned; but will update her when he returns.

K. Pfeifer asked if the Wormeli reading circles were still happening. R. Healey said that at the last two meetings, other items have evolved. K. Pfeifer said we committed to the reading

	$(D_{1}, D_{2}) = (D_{2})$
×	C. Baker (PSU)
	R. Bell (DOE Liaison)
_x	
×	P. Bousquet (20)
x	C. Cascadden (3)-VP
	G. Corrigan (20 Rep)
x	B. Dube (NCES)
x	H. Fensom (36)
x	R. Healey (NCES)
x	B. Keenan (MAL)
x	
x	C. Ladd (58)
x	
	P. MacMillan (35) PRES
×	J. McGann (68)
	T. McGuire (77)
x	R. Mills (7)
	R Pike (SU 57)
×	K. Pfeifer (84)
	G. Placy (SAU 7)
x	A. Platt (MAL) - Treas
	K. Shyne (MAL)
X	K. Soucy (MAL)
^	D. Stewart (WMCC)
	M. Treamer (NCES)
×	
	(in building)
х	L. Blais (Admin.Asst.)

circles so the districts would be prepared for the Wormeli presentation. R. Healey is proposing that the Board decide what to do with any excess money (from the Commissioner) that is left once the Wormeli presentation is paid. Discussion ensued. P. MacMillan asked that this be put on September's Board Agenda for discussion. P. Bousquet suggested reviewing the minutes from the last three months.

- Tillotson Grant Proposal Update: L. Langlois received a call from Tillotson; said they are prepared to send NCES a check for \$70,000 this month. NCES needs to apply for the second half. L. Langlois explained that in order to begin the second cohort of NISL, NCES needs to know if the grant is guaranteed. Tillotson said they will invite NCES back and a decision will be made at the beginning of September.
- **Position Openings Update:** R. Healey said that based on district needs; NCES is looking to fill some positions; Speech and language Therapist, Occupational Therapist and School Psychologist.

VI. Professional Development Reports

L. Langlois update the Board on the following: Tillotson Application (already discussed); 2014 North Country Middle School Film Festival; the upcoming Intel Math class this summer; USDA video conferencing units are being installed; and Gale Reference Library Consortium. R. Healey mentioned that M. Treamer is in the building, but not in the meeting due to the NISL workshop taking place downstairs.

VII. Other Business

- NH DOE Liaison Update: R. Bell was not in attendance this month; recovering from an operation. C. Ladd said he will be up next month to meet with Lori and Matt. R. Healey added that he feels NCES is in good hands with having R. Bell as the liaison, he has been helpful.
- Signing Authorization; Lori and Matt: P. MacMillan asked for two motions from the Board to allow L. Langlois and M. Treamer (as back up) to authorize new contracts and agreements.

Motion: to certify, as of July 1, 2013, L. Langlois, Executive Director of North Country Education Services, to sign all forms and enter into any contracts or agreements as outlined in the ByLaws, including contracts and agreements with the State of New Hampshire and Department of Education by P. Bousquet.

Seconded by B. Keenan.

Motion Carried: most in favor; one opposed (K. Pfeifer).

Motion: to certify, as of July 1, 2013, M. Treamer, Associate Director of North Country Education Services, to sign all forms and enter into any contracts or agreements as outlined in the ByLaws, including contracts and agreements with the State of New Hampshire and Department of Education by C. Ladd.

Seconded by C. Baker.

Motion Carried: all in favor; none opposed.

- Non-Public Session: Before going into non-public session, R. Healey wanted to thank the
- Board for their help over the last three years. P. MacMillan presented R. Healey with a plaque for his dedication and leadership. R. Healey also thanked P. MacMillan for his time as President and wished him best on his retirement.

Motion: to enter into non-public session at 10:35 am by J. McGann.

Seconded by C. Cascadden.

Motion Carried: all in favor; none opposed.

Motion: to return to public session at 10:44 am by P. Bousquet. Seconded by C. Ladd. Motion Carried: all in favor; none opposed.

During the non-public session, the Executive Board supported the Policy Committee's and R. Healey's recommendation to award B. Dube five days paid vacation.

VIII. Next meeting: Tuesday, September 17, 2013 at 9:30am.

IX. Adjournment

Motion: to adjourn the Executive Board meeting at 10:50 am by B. Keenan. Seconded by C. Cascadden. Motion carried: all in favor; none opposed.

Respectfully submitted by:

Lisa M Blais

Lisa M Blais, Administrative Assistant



BYLAWS

ARTICLE I: Name, Principal Office, and Purposes

The name, principal office, and purpose of the corporation shall all be set forth in the Articles of Association as from time to time amended.

ARTICLE II: MEMBERS OF THE CORPORATION

Section 1: Powers: The supervision and controls of the business affairs of this corporation shall be vested in and exercised by a Board of Directors consisting of eleven (11) superintendents, or their designee, of the New Hampshire School Administrative Units 3, 7, 9, 20, 23, 35, 36, 58, 68, 77, & 84and Members-at-Large.

Amendment to the Bylaws Approved: May 19, 1994 Amendment to the Bylaws Approved: March 20, 1997 Amendment to the Bylaws Approved: September 20, 2001 Amendment to the Bylaws Approved: November 9, 2005 Amendment to the Bylaws Approved: September 17, 2009 Amendment to the Bylaws Approved: March 17, 2011 Amendment to the Bylaws Approved: November 15, 2011 Amendment to the Bylaws Approved: June 16, 2015

Section 1.2: Number: There shall be a Board of Directors of the Corporation of not less than eleven (11) and not to exceed 19 voting members. The signers of the Articles of Agreement elected the initial Board of Directors of the Corporation, and thereafter the members of the Board of Directors shall be elected at the annual meeting of Directors.

> Amendment to the Bylaws Approved: June 16, 2015 Amendment to the Bylaws Approved: June 14, 2016

Section 2: Members-at-Large: A majority of the Board of Directors of North Country Education Services Agency has the authority, when appropriate, to approve the appointment of a Member-at-Large to the Board of Directors. An appropriate appointment are individuals or representatives of organizations who are committed to education and the betterment of North Country Education Services Agency. Such members-at-large shall be elected by the Board as needed. A member-at-large has the same authority as any member of the Board of Directors. Such authority would include, but not be limited, to the following: A) The power to vote, and, B) To hold office

> Amendment to the Bylaws Approved: May 19, 1994 Amendment to the Bylaws Approved: March 20, 1997

300 GORHAM HILL ROAD, GORHAM, NH 03581 • 603-466-5437 • 800-268-5437 • FAX 603-466-2907 NCES IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER Amendment to the Bylaws Approved: June 16, 2015

Section 3: Election Term: All Directors who are Superintendents or their designee shall serve for the duration of their election by their respective School Administrative Unit Boards. Members-at-large shall serve three (3) years and may be re-elected by the Directors at the annual meeting. There are no limitations on the number of terms.

> Amendment to the Bylaws Approved: May 19, 1994 Amendment to the Bylaws Approved: June 16, 2015

Section 4. <u>Vacancies</u>: Any vacancies on the Board of Directors arising at any time and from any cause may be filled at any meeting of the Board of Directors by a majority of the Directors then in office. A Director elected to fill a vacancy shall be elected for the unexpired term of the member's predecessor in office.

Amendment to the Bylaws Approved: June 16, 2015

Section 5. <u>Removal</u>: Members-at-large may, at any time, be removed from the Board for any cause deemed sufficient by the Board of Directors by the affirmative vote of two-thirds of the full number of Directors then in office acting at a meeting of the Board, the notice of which has specified the proposed removal.

Amendment to the Bylaws Approved: June 16, 2015

Section 6. <u>Compensation</u>. With the exception of the Treasurer, Directors shall not receive salaries for their services, but by resolution of the Board of Directors, expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board.

Amendment to the Bylaws Approved: June 16, 2015

ARTICLE II: MEETINGS

Section 1: Regular Meetings: The Board of Directors shall meet regularly on the third Tuesday of the month September through June at 9:30 AM.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be called at the written request of seven (7) members of the Board, or at the discretion of the President. Written notice of any regular meeting of the Board of Directors shall be sent to each member of the Board at least five (5) days prior thereto. The attendance in person at any meeting shall constitute a waiver of notice thereof except as to specific matters as to which advance written notice is expressly required by these Bylaws.

Amendment to the Bylaws Approved: May 19, 2011

Section 3: Annual Meeting: The annual meeting of the Corporation shall be held during the month of June of the ensuing year, at a time and place to be designated by the President.

Section 4: Virtual Participation in Meetings: Any one or more Directors may participate in a meeting of the Board of Directors by telephone or other electronic means by which all persons participating in the meeting can communicate with each other. Live virtual participation shall be equivalent to presence in person at a meeting for purposes of determining if a quorum is present.

Amendment to the Bylaws Approved: June 16, 2015

Section 5: Quorum: A quorum shall consist of no less than 7 Directors which may include Directors participating virtually.

Amendment to the Bylaws Approved: May 19, 1994 Amendment to the Bylaws Approved: November 9, 2005 Amendment to the Bylaws Approved: June 16, 2015

Section 7: Voting: All matters considered at a meeting shall be decided by the majority vote cast of those present, including those participating virtually as outlined in Section 4, and all votes shall be voice vote, except that upon request of any five (5) Directors present, a roll call vote shall be taken.

Amendment to the Bylaws Approved: November 9, 2005 Amendment to the Bylaws Approved: September 17, 2009

Section 8: Record of Meetings: A record of each meeting shall be kept.

Amendment to the Bylaws Approved: June 16, 2015

ARTICLE III: OFFICERS

Section 1: Officers: The Officers of the Corporation shall consist of a President, Vice-President, Treasurer, and such other officers as the Board of Directors may from time to time determine.

Section 2: Election of Officers: A majority of the whole Board of Directors, at each annual meeting, shall choose a President, a Vice-President, Secretary and a Treasurer. The President and other officers shall be elected from the members of the Board of Directors. The officers of the Corporation shall hold office for a term of one (1) year and until their successors are chosen and qualified in their stead.

Amendment to the Bylaws Approved: June 14, 2016

Section 3: Duties: The officers of the Corporation shall perform such duties as may be required of them of the Board of Directors. The President shall preside at all meetings of the Directors. In the President's absence, the Vice-President shall assume the President's duties.

ARTICLE IV: EXECUTIVE DIRECTOR

The Executive Director shall be employed by the Corporation for such terms as the Board of Directors may determine, and shall be in charge of its day-to-day affairs, and shall perform such duties as the Board shall determine from time to time. The Executive Director shall serve at the pleasure of the Executive Board of Directors.

ARTICLE V: FUNDS AND SECURITIES

Section 1: The Board of Directors may authorize any officer or officers, or any employee in conjunction with one or more officers, in the name of and on behalf of the Corporation to enter into any contract or execute and deliver any instrument or sign checks, drafts, or other orders for payment of money or notes or other evidence of indebtedness, and such authority may be general or it may be confined to specific instances; and unless specifically authorized by the Board of Directors, no officer or Director shall have the power or authority to bind the Corporation by any contract or engagement, to pledge its credit, or to render it financially liable for any purpose or in any amount.

The Board of Directors so authorizes the Executive Director, The President of the Executive Board, and the Chairperson of the Finance Committee, acting in unison.

Approved: October 17, 1996

Section 2: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select: and for the purpose of such deposit, the officer and/or officers to whom such power is expressly delegated by the Board of Directors, may endorse, sign, and deliver checks, drafts, and other orders for the payment of money to the Corporation.

Section 3: The Board of Directors shall cause the financial records of the Corporation to be audited annually by independent accountants, the standards for such audit to be set by the Board.

ARTICLE VI: INDEMNIFICATION OF OFFICERS

Each Director and uncompensated officer of the Corporation (and their respective heirs, executors and administrators) shall be indemnified by the Corporation against any cost, expense (including attorney's fees), judgment and liability reasonably incurred by or imposed upon them in connection with any action, suit or proceeding to which they may be made a party or with which they shall be threatened, by reason of being, or having been, a Director or officer of the Corporation or of any other corporation on which they serve or have served as Director or officer at the request of the Corporation (whether or not they continue to be officer or Director of the Corporation or such other corporation at the time such action, suit or proceeding is brought or threatened), except with respect to matters as to which the individual shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct as such Director or Officer. In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which the Corporation is advised by counsel that such Director or officer is not liable for willful misconduct as a Director or officer. The foregoing right of indemnification shall be in addition to any rights to which any Director or officer may otherwise be entitled.

> Approved: October, 29, 1971 Amendment to the bylaws Approved: June 12, 1990 Amendment to the Bylaws Approved: May 19, 1994

ARTICLE VII: FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of July in each year.

Adopted: October 29, 1971

Amendment to the Bylaws Approved: June 12, 1990 Amendment to the Bylaws Approved: May 19, 1994

ARTICLE VIII: AMENDMENT

The Bylaws may be altered or amended by a vote of the Board of Directors with an established quorum as defined in Article II Section 6. A proposed amendment or amendments may not be acted upon at a meeting of the Board of Directors unless they have been presented previously for consideration at an earlier meeting of the Board held not less than ten (10) days, nor more than one hundred fifty (150) days prior to the date of the meeting on which they are presented for adoption. Written notice of the proposed amendment or amendment or amendments shall be included in the notices of each of the respective meetings at which said amendments are presented for consideration and adoption.

Original: October 29, 1971 Amendment to the Bylaws Approved: February 24, 1989 Amendment to the Bylaws Approved: May 19, 1994

ARTICLE IX: ACCEPTANCE OF FUNDS

All Grants, Gifts, and Bequests are subject to the final acceptance of the Executive Board of North Country Education Services Agency.

Adopted: November 17, 1994

ARTICLE X: CONFLICT OF INTEREST POLICY

Duty to Disclose and Voting Requirements: Any possible conflict of interest on the part of any member of the Board shall be disclosed to the Board and made a matter of record through the minutes of the Board, when said interest involves a specific issue or transaction before the Board. Where that transaction exceeds five hundred dollars (\$500.00), but is less than five thousand dollars (\$5000.00) in a fiscal year, a two-thirds vote approving the transaction is required. Where the transaction involved exceeds five thousand dollars (\$5000.00) in a fiscal year, then a two-thirds vote approving the transaction and publication of a legal notice in newspaper is required, together with written notice to the Director of the Charitable Trust, Attorney General's Office prior to the consummation of the transaction. The minutes of the meeting shall reflect that a disclosure was made; that the interested member of the Board, and all other Board members involved in a pecuniary transaction with the Agency during the fiscal year were absent during both the discussion and the voting on said transaction. Every new member of the Board shall be advised of this policy upon entering the duties of his or her office.

Other Statutory Requirements: The Board will comply with all requirements of New Hampshire laws dealing with pecuniary benefit transactions (RSA 7:19, II and 292:6-a), and all such laws are incorporated into and made a part of this policy statement. These requirements include, but are not limited to, (1) absolute prohibition on any loans to any Board member; and (2) prohibition on any sale or lease (for a term greater than five years) or conveyance of real estate from a Board member without prior approval of the Probate Court. These requirements extend to both direct and indirect financial interests.

Excess Benefit Transactions: North Country Education Services Agency imposes a prohibition on excess benefit transactions. These are defined as a transaction entered into between the Agency and an insider whereby the insider receives an excess benefit (directly or indirectly). An "excess benefit" is defined as a benefit that exceeds the value of the consideration received by the Agency for such benefit and includes compensation packages, purchases, sales, leases, loans and other transactions. An insider is defined as a member of the Board, the Executive Director, or employee of the Agency who is, or has been within five years of the date of the transaction, in the position of exercising substantial influence over the Agency.

Adopted: January 16, 1997

The Bylaws set forth in this document are accepted as written. Revisions were approved, unanimously in favor, at the June 14, 2016 Executive Board Meeting.

PRESIDENT: Paul Busquet 3/12/16 Print Name Date Signature

VICE PRESIDENT:

Signature

Change Beter 7/12/16 Print Name Date

SECRETARY:

Signature Print Name Platt 7/12/16 Date Signature

TREASURER:

un en an l'lat Annemare Plat 7/12/16 enature Print Name Date

Kisa Mane Radeau Notary Public

LISA MARIE NADEAU, Notary Public My Commission Expires August 14, 2018

Commission Expires

Primex"

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	Member Number:		Сотр	Company Affording Coverage:		
North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	953		Bow 46 D	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date	Expiration		Limit	a - NH Statutory Limita	May Apply, If Not:
X General Liability (Occurrence Form)	7/1/2019	7/1/20	20	Each	Occurrence	\$ 5,000,000
Professional Liability (describe)					eral Aggregate	\$ 5,000,000
Claims Occurrence				Fire fire)	Damage (Any one	
				Med	Exp (Any one person)	
X Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	7/1/2019	7/1/20	20	(Each	bined Single Limit Accident) egate	\$5,000,000 \$5,000,000
X Workers' Compensation & Employers' Liabil	lity 7/1/2019	7/1/202	20	X	Statutory	
			~	Eact	Accident	\$2,000,000
			i -	Dise	850 — Each Employee	\$2,000,000
				Dise	880 — Policy Limit	
X Property (Special Risk includes Fire and Theft)	7/1/2019	7/1/203	20		et Limit, Replacement (unless otherwise stated)	Deductible: \$1,000
		1		•		

Description: Proof of Primex Member coverage only. BAE-2017-001 WIOS Adult Education.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex	³ – NH Public Risk Management Exchange
			By:	Mary Beth Puncett
New Hampshire Departmen	t of Education		Date:	3/29/2019 mpurcell@nhprimex.org
101 Pleasant Street Concord, NH 03301				Please direct inquires to: Primex ³ Claima/Coverage Services 603-225-2841 phone 603-228-3833 fax

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Second Start, Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) with an amendment approved June 6, 2018 (Item #137) hereby agree to modify same as follows:

- 1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.
- 2. Amend Section 1.8 by removing \$830,963.53 and replacing with a cumulative price limitation of \$1,279,313.50.
- 3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
- 4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget).
- 5. Remove Exhibit C-1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions).
- 6. Add the following Exhibits:
 Exhibit D: Contractor Obligations
 Exhibit E: Federal Debarment and Suspension
 Exhibit F: Anti-Lobbying
 Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality
 Exhibit H: Termination
- 7. All other provisions of this agreement shall remain in full force and effect.
- 8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency) Commissioner's Office Division of 5.20.19 Βv Commissioner of Education Date SECOND START Name of Corporation (Contractor Signat Date STATE OF Mu Hanoshere County of Messima On this the \checkmark 20/9 before me, day of outil, the undersigned known to me (or satisfactory proven) to be officer, personally appeared sames Sundquass the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereto set my hand and official seal. Notary Public Justice of the Peace DOROTHY FOURNIER Notary Public - New Hampshire My Commission Expires September 13, 2022 Approved as to form, substance and execution by the Attorney General this 29 ___day of MA . 20)9.

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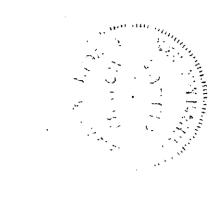
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Approved by the Governor and Council this _____

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Richard

Ву:_____

EXHIBIT A-2

The Services

Services at Second Start will be provided from their building at 17 Knight Street in Concord, but will also be available at the Merrimack County House of Corrections and in students' home. Students receiving services will be from the City of Concord and twenty-eight surrounding communities.

Second Start in Concord will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of

his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members, employees, agents or members, employees, agents or members, employees, agents or members, her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Contractor Initials:

 The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 50%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in ABE program:

FY20	
70	

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.

Contractor Initials

- The contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.



Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second guarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

 The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 30%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in ESL program:

FY20	
95	

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:



Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

 The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.

Contractor Initials:

• The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 – 2019	2019-2020
Employment (second quarter after exit)	Baseline	Baseline
Employment (fourth quarter after exit)	Baseline	Baseline
Median Earnings	Baseline	Baseline
Credential Attainment Rate	Baseline	Baseline
Measurable Skills Gains	Baseline	Baseline

 The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 50%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce

Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in ALS program:

FY20	
70	

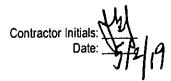


EXHIBIT B-2

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)		FY20
Administrative	\$	43,450.40
Counseling Staff	\$	7,580.75
Teaching Staff	\$	33,736.88
Administrative Benefits	\$	4,874.96
Counseling Benefits	\$	717.43
Teacher Benefits	\$	3,018.39
Professional Services – IT Services	\$	2,102.00
Water	\$	150.00
Disposal Services	\$	389.04
Snow Plowing Services	\$	336.00
Repairs & Maintenance	\$	1,589.04
Insurance	\$	476.04
Telephone	\$	540.00
Postage	\$	140.04
Advertising	\$	1,100.04
Printing	\$	39.96
Energy Utilities	\$	1,284.96
Books & Information	\$	1,800.00
Supplies	\$	1,384.00
Depreciation	\$	11,226.00
New Computers	\$	1,050.00
Performance Bonus*	\$	2,571.59
Indirect Cost	\$	11,593.59
Totals	\$:	131,151.11

* The ABE Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 50% as determined by the Bureau of Adult Education as of September 30, 2019.

ESTIMATED PROJECT 2 (ESL)	FY20
Administrative	\$ 56,770.40
Counseling Staff	\$ 21,437.00
Teaching Staff	\$ 46,676.75
Administrative Benefits	\$ 6,928.54
Counseling Benefits	\$ 2,068.84
Teacher Benefits	\$ 4,504.53
IT Services	\$ 5,045.00
Water, Sewer	\$ 449.04
Disposal Services	\$ 1,166.04
Snow Plowing Services	\$ 1,008.00



Repairs & Maintenance	\$ 3,753.00
Insurance	\$ 1,428.00
Telephone	\$ 1,620.00
Postage	\$ 420.00
Advertising	\$ 1,656.96
Printing	\$ 120.00
Energy Utilities	\$ 3,856.00
Supplies	\$ 4,152.00
Books & Information	\$ 2,700.00
Depreciation	\$ 11,226.00
New Computers	\$ 1,750.00
Performance Bonus*	\$ 3,928.69
Indirect Cost	\$ 17,698.61
Totals	\$ 200,363.40

* The ESL Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019.

ESTIMATED PROJECT 3 (ALS)	FY20
Administrative	\$ 54,145.40
Administrative Benefits	\$ 9,984.12
IT Services	\$ 2,910.00
Water/Sewer	\$ 306.00
Disposal Services	\$ 972.00
Snow Plowing Services	\$ 240.00
Repairs & Maintenance	\$ 3,675.00
Insurance	\$ 1,920.00
Telephone	\$ 2,565.00
Postage	\$ 1,008.00
Advertising	\$ 1,679.00
Printing	\$ 200.00
Travel	\$ 6,000.00
Energy Utilities	\$ 2,021.00
Books & Information	\$ 5,000.00
Consumables	\$ 5,150.00
Depreciation	\$ 4,515.00
New Computers	\$ 1,750.00
Dues and Fees	\$ 250.00
Performance Bonus*	\$ 2,290.89
Indirect Cost	\$ 10,254.05
Totals	\$ 116,835.46

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- * The ALS Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 50% as determined by the Bureau of Adult Education as of September 30, 2019.
- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A -2 - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$448,349.97.
- 2. The total of the approved budget shall not exceed \$448,349.97 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - a. The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA 649-b
- 7. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.
- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- 10. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.

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- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price: This agreement will not exceed: \$448,349.97.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are anticipated to be available in the account entitled Adult Education, availability and continued appropriation of funds in the future operating budget.

		<u>FY 2020</u>
06-56-56-562010-40370000-072-500575	Grants – Federal	\$ 134,504.99
06-56-56-562010-40390000-601-500931	Grants – State Fund Match	<u>\$ 313,844.98</u>
	. TOTAL	\$ 448,349.97



EXHIBIT C-2

Special Provisions

1. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 2.



EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



EXHIBIT E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.



EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<u>http://www.whitehouse.gov/omb/grants/sfillin.pdf</u>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this. certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.



EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research

work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.



EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initial

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65173 Certificate Number : 0004493394

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IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 8th day of April A.D. 2019.

William M. Gardner Secretary of State

Certificate of Authority

I, George Pangakis, Clerk/Secretary of Second Start do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is a true and complete copy of the resolutions voted by the Board of Directors of Second Start on April 29, 2019. The vote is in accordance with the law of New Hampshire and the by-laws of the corporation:

Second Start will enter into a contract with the NH Department of Education to provide Adult Basic Education, English as a Second Language, and Adult Learner Services. This resolution shall remain in effect until specifically revoked.

Second Start's Board of Directors has named James Snodgrass as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The foregoing resolutions are in full force and effect, unamended, as of the date hereof; and
- (5) The following persons lawfully occupy the offices indicated below:

Matt Nadeau, President

James Snodgrass, Executive Director

Tom Painchaud, Vice President/Treasurer

George Pangakis, Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 29th day of April, 2019.

(Corporate Seal' if any)

/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On <u>April 99</u>, 20<u>19</u>, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Notary Public Justice of the Peace

DOROTHY FOURNIER Notary Public - New Hampshire My Commission Expires September 13, 2022

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/11/2019

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIV BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	ELY OR N	EGATIVELY AMEND, EXTE	ND OR ALTER THE	COVERAGE	AFFORDED BY THE POLICIES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject t	an ADDI1	TIONAL INSURED, the polic				
this certificate does not confer rights to			h endorsement(s).			
PRODUCER			NAMC:	ipinazzola		
E & S Insurance Services LLC			PHONE (AAC, No. Ext): (603) 2 E-MAIL	93-2791	FAX (AC, No): (603)	293-7188
21 Meadowbrook Lane			E-MAIL ADDRESS:			
P O Box 7425			Į.	SURER(S) AFFO	RDING COVERAGE	NAIC #
Gilford		NH 03247-7425	INSURER A : AmTrust	Financial Serv	vices, Inc.	
INSURED			INSURER B : Liberty N	lutual Agency	Corporation	
Second Start		•	INSURER C :			
17 Knight Street			INSURER D :			
			INSURER E :			
Concord		NH 03301	INSURER F :			
COVERAGES CEI	RTIFICATE	E NUMBER: 2019			REVISION NUMBER:	
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
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Concord		NH 03301		tanly	y Kennesely	

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AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Southern New Hampshire Services, Inc. (English for New Americans), Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) with an amendment approved on June 6, 2018 (Item #137) hereby agree to modify same as follows:

- 1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.
- 2. Amend Section 1.8 by removing \$481,878.70, and replacing with a cumulative price limitation of \$756,986.69.
- 3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
- 4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget).

5. Remove Exhibit C-1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions). NOTE: Amendment dated 6/6/18 (Item #137) replaced Exhibit C with Exhibit C-1, however the title of the actual Exhibit remained "C".

6. Add the following Exhibits:

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- Exhibit D: Contractor Obligations Exhibit E: Federal Debarment and Suspension Exhibit F: Anti-Lobbying Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality Exhibit H: Termination
- 7. All other provisions of this agreement shall remain in full force and effect.
- 8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency) Division of Commissioner's Offi 20 11 Commissioner of Education Date SERVICOS MUR NEW HAMPSHIRS Narge of Corporation (Contractor)

mar

Date

Signature, Title

STATE OF County of

On this the the undersigned day of before me, officer, personally appeared mel _ known to me (or satisfactory proven) to be 00

the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Notary Public/Justice of the Peace

DEBRA D. STOHRER Configuration Debug in the Configuration of the Configuratio of the Configuration of the Configur

Approved as to form, substance and execution by the At	ttorney General this 29 day of MAY	
Approved by the Governor and Council this	Division of Attorney General Office day of, 20	

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By: _______

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EXHIBIT A-2

The Services

Services at Southern New Hampshire Services (English for New Americans) will be provided at the First Congregational Church at 508 Union Street in Manchester. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

English for New Americans in Manchester, operated by Southern New Hampshire Services, will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those
 who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult
 Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

 The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards



published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

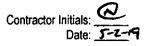
Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline



Measurable Skills Gains	Baseline

 The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 30%

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in the ESL Program:

FY20	
220	

Project 2: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially
 those who have low literacy levels and those who need to transition from Advanced ESL into
 Adult Basic Education or Adult Secondary Education educational functioning levels.

- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

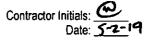
- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.



Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019 – 2020
Employment (second guarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

 The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 50%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in the ALS program:

_FY20	
45	

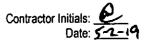


EXHIBIT B-2

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY20
Administrative	\$ 26,013.13
Teaching Staff	\$ 125,767.31
Administrative Benefits	\$ 5,963.08
Teacher Benefits	\$ 15,280.51
Rent	\$ 6,000.00
Telephone	\$ 420.00
Internet	\$ 1,500.00
Postage	\$ 250.00
Printing	\$ 600.00
Travel	\$ 300.00
Payroll Services	\$ 2,106.96
Books & Information	\$ 200.00
Workbooks & Printed Media	\$ 1,850.00
Software	\$ 108.00
New Computers	\$ 4,200.00
Performance Bonus*	\$ 4,176.44
Indirect Cost	\$ 18,263.18
Totals	\$ 212,998.61

* The ESL Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019

ESTIMATED PROJECT 2 (ALS)	FY20
Administrative Salary	\$ 1,918.80
Teacher Salary	\$ 33,898.80
Administrative Benefits	\$ 623.70
Teacher Benefits	\$ 11,021.96
Rent	\$ 5,000.00
Telephone	\$ 375.00
Postage	\$ 125.00
Advertising	\$ 400.00
Printing	\$ 200.00
Travel	\$ 500.00
Payroll Services	\$ 70.00
Office Supplies	\$ 650.00
Software	\$ 36.00
New Computers	\$ 700.00
Performance Bonus*	\$ 1,217.83

.

Indirect Cost	\$ 5,372.29
Totals	\$ 62,109.38

- * The ALS Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 50% as determined by the Bureau of Adult Education as of September 30, 2019.
- 1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$275,107.99.
- 2. The total of the approved budget shall not exceed \$275,107.99 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA 649-b.
- 7. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.
- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.

- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price: This agreement will not exceed: \$275,107.99

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are anticipated to be available in the account entitled Adult Education, upon the availability and continued appropriation of funds in the future operating budget.

	•	<u>FY 2020</u>
06-56-56-562010-40370000-072-500575	Grants – Federal	\$ 82,532.39
06-56-56-562010-40390000-601-500931	Grants – State Fund Match	<u>\$192,575.60</u>
		\$275,107.99

Contractor Initials Date:

EXHIBIT C-2

Special Provisions

1. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 2.

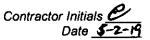


EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

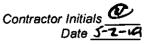


EXHIBIT E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.



Page 11 of 14

EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<u>http://www.whitehouse.gov/omb/grants/sfillin.pdf</u>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.



EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials Date 5

Page 13 of 14

EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.



CERTIFICATE OF VOTE (Corporate Authority)

I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

- (1) I am that duly elected and acting Clerk/Secretary of the Corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Board of Directors of the Corporation have authorized, on September 8, 2018, such authority to be in force and effect until the person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other instrument for sale of products and services:

Donnalee Lozeau	Executive Director
Ryan Clouthier	Deputy Director
James Chaisson	Chief Fiscal Officer
Ron_Ross	Housing Fiscal Officer

- (5) The meeting of the Board of Directors was held in accordance with New Hampshire law and the by-laws of the Corporation; and
- (6) Said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or/ section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 2nd day of Mari <u>, 20 / 9</u>.

Clerk/Secretary

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

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nd On this the 3 day of May _____, 2019, before me, De bra stohred, the undersigned Officer, personally appeared, Orville Kerr who acknowledged himself to be the Clerk/Secretary of Southern New Hampshire Services, Inc., a corporation, and that he as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Selva

Notary Public

My Commission expires:

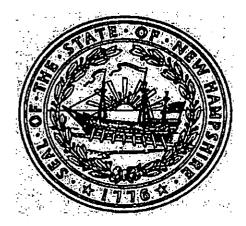
DEBRA D. STOHRER Notary Public - New Hampshire Commission Expires November 18, 2020

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506 Certificate Number: 0004499674



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2019.

William M. Gardner Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Southern New Hampshire Services (Portsmouth Adult Education), Inc. Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) with an amendment approved on June 6, 2018 (Item #137) hereby agree to modify same as follows:

- 1. Amend Section 1.7 by removing June 30, 2019 and replacing with June 30, 2020.
- 2. Amend Section 1.8 by removing \$389,237.42, and replacing with a cumulative price limitation of \$634,715.49.
- 3. Remove Exhibit A-1 (Scope of Service) and replace with Exhibit A-2 (Scope of Service).
- 4. Remove Exhibit B-1 (Budget) and replace with Exhibit B-2 (Budget).
- 5. Remove Exhibit C-1 (Special Provisions) and replace with Exhibit C-2 (Special Provisions).
- 6. Add the following Exhibits:
 - Exhibit D: Contractor Obligations
 Exhibit E: Federal Debarment and Suspension
 Exhibit F: Anti-Lobbying
 Exhibit G: Rights to Inventions Made Under a Contract. Copy Rights and Confidentiality
 Exhibit H: Termination
- 7. All other provisions of this agreement shall remain in full force and effect.
- 8. This renewal option shall be effective on July 1, 2019.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency)

Division of Commissioner's Office Commissioner of Education Date NOW HAMPSHIRLS らっといくなら NTHERN Name of Corporation (Contractor) DEAN DALLT B١ ignature, Title Date STATE OF New Mar County of day of On this the \sim before me. the undersigned. officer, personally appeared known to me (or satisfactory proven) to be ٠, the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereto set my hand and official seal. DEBRA D. STOHRER

Notary Public/Justice of the Peace

Notano Rubillo in Native Lampshire My Commission Expires November 18, 2020

Approved as to form, substance and execution by the Att	omey Gene	eral this	29	day of MAY	, 20 17 .
) AT	SAF	li	unarros Son	
				ney General Offic	
Approved by the Governor and Council this	day of		, 20_	_	

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By: _____

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EXHIBIT A-2

The Services

Services at Portsmouth Adult Education will be provided at their location on the Community Campus at the Foundation for Seacoast Health at 100 Campus Drive in Portsmouth. Students receiving services will be from the City of Portsmouth and its surrounding areas including Newington, New Castle, Rye and Greenland.

Portsmouth Adult Education in Portsmouth, operated by Southern New Hampshire Services, will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment
 including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.



The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2019-2020
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline



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• The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 50%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in the ABE program:

FY20
40

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those
 who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult
 Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.



- The contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor, its officers, employees, agents or members, may assume full political, religious, and citizenship responsibilities, but shall refrain from exploiting the instructional responsibility of his/her professional position. Material presented to students shall be relevant to the course and appropriate to the maturity and achievement level of the students. The Contractor, its officers, employees, agents or members will at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The Contractor, its officers, employees, agents or members, will encourage the student to study varying points of view and respect his/her right to form his/her own judgment. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

 The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.



- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education¹ (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

• The Contractor shall be entitled to a Performance Bonus, as of September 30, 2019, in the amount designated in Exhibit B-2 only if the Bureau of Adult Education determines that the Contractor demonstrated a total Educational Functioning Level gain in FY19 of at least 30%.

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers, in accordance with 5 U.S.C. § 552a, for all participants over the age of 18. The Contractor will aid students, who do not possess a social security number, in applying for a social security number. Students who fail to provide a social security number will be indicated in the data system in order to assist with National Reporting System (NRS) for Adult Education requirements such as student outcome follow and data matching purposes for federal Workforce Innovation and Opportunity Act employment measures. Any one or more of the following acts or omissions of the Contractor, its officers, employees, agents or members shall constitute an "event of default" as set forth in paragraph 8 of FORM NUMBER P-37 (version 5/8/15).

Anticipated number of students served in ESL program:

FY20
45

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EXHIBIT B-2

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY20
Administrative	\$ 8,000.00
Counseling Staff	\$ 23,099.32
Teaching Staff	\$ 43,615.86
Administrative Benefits	\$ 3,145.22
Counseling Benefits	\$ 10,491.73
Teacher Benefits	\$ 3,881.82
Rent	\$ 9,435.00
Telephone	\$ 240.00
Postage	\$ 120.00
Printing	\$ 750.00
Travel	\$ 400.00
Supplies	\$ 2,000.00
Books & Information	\$ 2,750.00
New Computers	\$ 1,050.00
Performance Bonus*	\$ 2,391.12
Indirect Cost	\$ 10,577.04
Totals	\$ 121,947.11

* The ABE Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 50% as determined by the Bureau of Adult Education as of September 30, 2019.

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ESTIMATED PROJECT 2 (ESL)	FY20
Administrative	\$ 8,000.00
Counseling Staff	\$ 23,099.32
Teaching Staff	\$ 44,621.76
Administrative Benefits	\$ 3,145.22
Counseling Benefits	\$ 10,491.73
Teacher Benefits	\$ 3,971.36
Rent	\$ 9,435.00
Telephone	\$ 240.00
Postage	\$ 120.00
Printing	\$ 750.00
Travel	\$ 400.00
Supplies	\$ 2,000.00
Books & Information	\$ 2,750.00
New Computers	\$ 1,400.00
Performance Bonus*	\$ 2,422.18
Indirect Cost	\$ 10,684.39
Totais	\$ 123,530.96



- * The ESL Performance Bonus funding is available only if the contractor demonstrates a total Educational Functioning Level gain in FY19 of at least 30% as determined by the Bureau of Adult Education as of September 30, 2019.
- 1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$245,478.07.
- 2. The total of the approved budget shall not exceed \$245,478.07 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. The Contractor agrees to the following requirements regarding the purchase of computer equipment:
 - a. The purchase must occur between July 1, 2019 and August 31, 2019 and the monthly invoice submitted through the Department of Education's Grants Management System prior to September 30, 2019.
 - b. The equipment must meet the technical specifications provided by the Bureau of Adult Education.
 - c. Each item must be tagged as property of the State of New Hampshire and an inventory sheet provided to the Bureau of Adult Education.
 - d. The Contractor is responsible for providing all technical support and maintenance including the purchase and installation of any required software.
 - e. The Contractor is responsible for replacing any lost or stolen equipment.
 - f. The Contractor must return the equipment to the State at the end of the contract period.
 - g. The Contractor must comply with RSA <u>649-b.</u>
- 7. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2020 shall not be accepted for payment.
- 8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 9. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- 10. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.

- 11. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 12. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 13. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 14. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$245,478.07.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are anticipated to be available in the account entitled Adult Education, upon the availability and continued appropriation of funds in the future operating budget.

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06-56-56-562010-40370000-072-500575	Grants – Federal	\$ 73,643.42
06-56-56-562010-40390000-601-500931	Grants – State Fund Match	<u>\$171.834.65</u>
	TOTAL	\$ 245,478.07

EXHIBIT C-2

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to Amendment 2.



EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



EXHIBIT E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

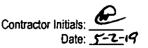


EXHIBIT F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal toan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<u>http://www.whitehouse.gov/omb/grants/sfillin.pdf</u>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub- Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.



EXHIBIT G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. §401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Page 13 of 14



EXHIBIT H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

- 1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
- 2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
- 3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506 Certificate Number: 0004499674



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2019.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE (Corporate Authority)

I, <u>Orville Kerr</u>, Clerk/Secretary of <u>Southern New Hampshire Services</u>, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

- (1) I am that duly elected and acting Clerk/Secretary of the Corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Board of Directors of the Corporation have authorized, on <u>September 8, 2018</u>, such authority to be in force and effect until ______ the person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other

Donnalee Lozeau	Executive Director
Ryan Clouthier	Deputy Director
James Chaisson	Chief Fiscal Officer
Ron Ross	Housing Fiscal Officer

- (5) The meeting of the Board of Directors was held in accordance with New Hampshire law and the by-laws of the Corporation; and
- (6) Said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or/ section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this ∂^{γ} __day of *M*

Clerk/Secretary

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

On this the 2nd day of <u>May</u>, 20/9, before me, <u>De Lra Stolver</u>, the undersigned Officer, personally appeared, <u>Orville Kerr</u> who acknowledged himself to be the <u>Clerk/Secretary</u> of <u>Southern New Hampshire Services</u>, <u>Inc.</u>, a corporation, and that he as such <u>Clerk/Secretary</u> being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Notary Public

DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020

My Commission expires:

ACORD	CI	ERI	FIFICATE OF L	IABI	LITY INSU	JRANC	E [(MM/00/YYYY) 4/17/2019
THIS CERTIFICATE IS ISSU CERTIFICATE DOES NOT A BELOW. THIS CERTIFICAT REPRESENTATIVE OR PRO	AFFIRMATIVE	LY OR INCE I THE	NEGATIVELY AMEND, E) DOES NOT CONSTITUTE CERTIFICATE HOLDER.	(TEND (A CON1	OR ALTER THE C TRACT BETWEE	OVERAGE / N THE ISSUE	NFFORDED BY THE POI NG INSURER(S), AUTH	ER. THIS LICIES ORIZED	3
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PRODUCER	iner righte to				MTACT Terl Davis		· · · · ·		
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Hooksett			NH 03106			SURER(8) AFFOR	NOING COVERAGE		NAIC #
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PO Box 5040				INS	URER E :				
Manchester			NH 03108	INS	WRER F :				
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THIS IS TO CERTIFY THAT THE INDICATED. NOTWITHSTANDIA CERTIFICATE MAY BE ISSUED EXCLUSIONS AND CONDITION	NG ANY REQUIF OR MAY PERTA	Remen In, the	IT, TERM OR CONDITION OF A E INSURANCE AFFORDED BY	ANY CON (THE PO	TRACT OR OTHER	DOCUMENT I DHEREIN IS S	WITH RESPECT TO WHICH	THIS	
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D OFFICERMEMBER EXCLUDED? (Mandatory in NH)		N/A			12/31/2018	12/31/2019	E.L. DISEASE - EA EMPLOYEE	500	.000
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BAE-2017-001: WIOA Adult Educ BAE-2017-002: Statewide Profes BAE-2017-004: Postsecondary Tr	sional Develops								
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The ACORD name and logo are registered marks of ACORD

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Frank Edelblut Commissioner

> STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, NH 03301 TEL. (603) 271-3495 FAX (603) 271-1953

Christine M. Brennan Deputy Commissioner

December 3, 2018

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Adult Education to enter into a contract amendment with Nashua Adult Learning Center (Vendor Code 167121) to increase the not to exceed amount by \$2,275 from \$1,584,046.93 to \$1,586,321.93, to provide additional Adult Basic Education classes as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2019. Approved by Governor & Council on August 23, 2017 (Item #88) and amended on June 6, 2018 (Item #137). 100% General Funds.

Funds are available in the account titled Adult Education in FY19.

`		FY19	Amendment	Adjusted FY 19
	06-56-56-565010-2535-072-500575 Grants – Federal 06-56-56-565010-2535-601-500931 State Fund Match 06-56-56-565010-2535-602-500932 State Fund Non Match	\$226,852.94 \$529,323.54	f 0.075.00	\$226,852.94 \$529,323.54
	- 06-36-36-363010-2333-602-300732 State Fund Non Match	\$756,176.48	\$ 2,275.00 \$ 2,275.00	\$ 2,275.00 \$758,451.48

EXPLANATION

This is a contract amendment to increase the services provided by the Nashua Adult Learning Center to provide Adult Basic Education classes at a satellite location in Manchester due to the increase number of students needing services and the lack of another Adult Education Provider available in Manchester. His Excellency, Governor Christopher T. Sununu and the Honorable Council December 3, 2018 Page 2 of 2

The Bureau of Adult Education ran a competitive bidding process for Adult Education and Literacy Activities in the Spring of 2017. There were no proposals submitted for Adult Basic Education programs in Manchester. Nashua Adult Learning Center has been operating a successful Adult Basic Education program in Nashua and at a satellite location in Milford. This year, there were not enough students to operate a program in Milford. Nashua Adult Learning Center will use previously approved funding in addition to this request to provide classes in Manchester.

The Adult Basic Education program, authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or lack the bosic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into post-secondary education, training and/or employment.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds.

Respectfully submitted, by,

Frank Edelblut Commissioner of Education

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Christine Brennan Deputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL. (603) 271-3495 FAX (603) 271-1953

June 4, 2018

Frank Edelblut

Commissioner

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to exercise a renewal option with Holy Cross Family Learning Center, Manchester, NH (Vendor code 280545), by increasing the price limitation by \$35,200.00 from \$30,000.00 to \$65,200.00, to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 20.14, effective July 1, 2018 through June 30, 2019, upon Governor and Council approval. This contract was originally approved on September 13, 2017 (Item# 72). 30% Federal Funds, 70% State Funds.

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575 06-56-56-565010-2535-601-500931 Grants – Federal State Fund Match

<u>FY2019</u> \$ 10,560.00 <u>\$ 24,640.00</u> \$ 35,200.00

<u>EXPLANATION</u>

A review was completed for year one, based on satisfactory performance of the above adult education and literacy programs, the department is requesting that we exercise the renewal option for year two. Approval of this request will allow the contractor to provide an Integrated English Literacy and Civics Education program as described below.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training. His Excellency, Governor Christopher T. Sununu and the Honorable Council June 4, 2018 Page 2

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support these programs.

Respectfully submitted,

Frank Edelblut

Commissioner of Education

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Christine Brennan Deputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL. (603) 271-3495 FAX (603) 271-1953

May 16, 2018

Frank Edelblut Commissioner

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to exercise a renewal option with the vendors listed below, by increasing the price limitation by \$ 2,193,972.98 from \$3,015,241.76 to \$5,209,214.74, to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective July 1, 2018 through June 30, 2019, upon Governor and Council approval. These contracts were originally approved on August 23, 2017 (Item # 88) and September 13, 2017 (Item # 72). 30% Federal Funds, 70% General Funds.

Hillsborough County Dept of Corrections	Vendor Code	FY2019
North Country Education Services (Coos Cty ALS)	177406	\$ 32.593.24
Ascentria Community Services, Inc.	154707	\$ 161.651.24
Fuller Public Library	222201	\$ 142,447.09
International Institute of New England	177407	\$ 79,200.00
Nashua Adult Learning Center	177551	\$ 158,695.66
Second Start	167121	\$ 756,176.48
Southern New Hampshire Services-Portsmouth	177224	\$ 421.405.56
Southern New Hampshire Services-English for New	177198	\$ 203.261.48
Americans	177198	\$ 238,542.23

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 658,191.89
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 1,535,781.0</u> 9
	EXPLANATION	\$ 2,193,972,98

A review was completed for year one. Based on satisfactory performance of the above adult education and literacy programs, the department is requesting that we exercise the renewal option for year two. Approval of this request will allow the nine (9) contractors to provide one or more

His Excellency, Governor Christopher T. Sununu and the Honorable Council May 16, 2018 Page 2

of the following adult education and literacy programs: Adult Basic Education, English as a Second Language, Adult Learner Services, Integrated Education and Training and Integrated English Literacy and Civics Education.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training,

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers and citizens and to transition to postsecondary education, training, and/or

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce préparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support these programs.

Respectfully submitted,

Frank Edelblut Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/



Paul Leather Deputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL. (603) 271-3495 FAX (603) 271-1953

August 24, 2017

Frank Edelblut

Commissioner

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House

Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$ 222,277.07 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. 30% Federal Funds, 70% State Funds.

	Vendor Code	FY2018
Holy Cross Family Learning Center	280545	\$30,000.00
Hillsborough County Dept of Corrections	177406	\$31,966.07
North Country Education Services (Coos Cty ALS)	154707	<u>\$160,311,00</u>
J.	707.1	
	TOTAL:	\$222,277.07

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 66,683.10
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 155,593,97</u>
		\$ 222,277.07

EXPLANATION

Approval of this request will allow the three (3) contractors to provide one of the following adult education and literacy programs: Adult Basic Education, Adult Learner Services, and Integrated English Literacy and Civics Education. See Attachment B for specific programs to be provided by each Contractor.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move

His Excellency, Governor Christopher T. Sununu and the Honorable Council August 24, 2017 Page 2

students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education's website and the Manchester Union Leader on February 24, 2017. All federal and state adult education funds are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Twenty-two proposals were received and reviewed using the proposal criteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Funds were awarded to eight private-not-for-profit organizations, twelve school districts, and one governmental agency based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management System used by the Department.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,

Frank Edelblut Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/

Frank Edelblut Commissioner

> STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL (603) 271-3495 FAX (603) 271-1953

August 9, 2017

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$2,792,964.69 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. **30% Federal Funds**, **70% State Funds**.

i \$ 194,786,15 7 \$ 83,309,24 1 \$ 848,128,47 1 \$ 848,128,47 1 \$ 827,870,45 4 \$ 409,557,97 3 \$ 185,975,94 3 \$ 243,336,47
φ 2+0,000,47

TOTAL:

\$2,792,964.69

Paul Leather

Deputy Commissioner

Funds to support this request are available in the account entitled Adult Education:

0&-56-56-565010-2535-072-500575 0&-56-56-565010-2535-601-500931	Grants – Federal State Fund Match			\$ 837,889.41 <u>\$1.955,075,28</u> \$2,792,964.69
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His Excellency, Governor Christopher T. Sununu and the Honorable Council August 9, 2017 Page 2

<u>EXPLANATION</u>

Approval of this request will allow the six (6) contractors to provide one or more of the following adult education and literacy programs: Adult Basic Education, English as a Second Language, Adult Learner Services, Integrated Education and Training and Integrated English Literacy and Civics Education. See Attachment B for specific programs to be provided by each Contractor.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

The English as a Second Language Program (ESL), authorized under Ed 703, provides foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, and/or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

The Integrated Education and Training program (IET) provides adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. Additionally, the adult education component of the program must be aligned to the State's standards for adult education as described in the State's Workforce Plan and the program must be a part of a career pathway.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

Under the Warkforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was . released February 24, 2017 on the NH Department of Education's website and the Manchester Union Leader on February 24, 2017. All federal and state adult education grants are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Twenty-two proposals were received and reviewed using the proposal criteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Grants were awarded to eight private-not-for-profit organizations, twelve school districts, and one governmental agency based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management

His Excellency, Governor Christopher T. Sununu and the Honorable Council August 9, 2017 Page 3

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/

System used by the Department.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,

Frank Edelblut Commissioner of Education

JUN07'18 AM 9:27 DAS



Frank Edelblut Commissioner Christine Brennan Deputy Commissioner

FY2019

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL. (603) 271-3495 FAX (603) 271-1953

June 4, 2018

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to exercise a renewal option with Holy Cross Family Learning Center, Manchester, NH (Vendor code 280545), by increasing the price limitation by \$35,200.00 from \$30,000.00 to \$65,200.00, to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective July 1, 2018 through June 30, 2019, upon Governor and Council approval. This contract was originally approved on September 13, 2017 (Item# 72). 30% Federal Funds, 70% State Funds.

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 10,560.00
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 24,640.00</u>
		\$ 35,200,00

EXPLANATION

A review was completed for year one, based on satisfactory performance of the above adult education and literacy programs, the department is requesting that we exercise the renewal option for year two. Approval of this request will allow the contractor to provide an Integrated English Literacy and Civics Education program as described below.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training. His Excellency, Governor Christopher T. Sununu and the Honorable Council June 4, 2018 Page 2

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support these programs.

Respectfully submitted,

Frank Edelblut Commissioner of Education

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Holy Cross Family Learning Center, Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on September 13, 2017, (Item #72) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.

2. Amend Section 1.8 by removing \$30,000.00 and adding \$35,200.00 for FY19 for a total price limitation of \$55,200,000

3. Remove Exhibit A (Scope of Service) and replace with Exhibit All Scope of Service).

- 4. Remove Exhibit B (Budget) and replace with Exhibit BI (Budget).
- 5. Remove Exhibit C (Special Provisions) and replace with Exhibit 🖭 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect,

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

THE STATE OF NEW HAMPSHIRE

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

Department	of Education
(Ag	ency)
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Division of <u>Commissioner's Off</u>	ice.
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Commissioner of E	ducation Date
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Name of Corpor	ation (Contractor)
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By ALEPECIA	(011) 5/30/1B
Signature, Title	Date
STATE OF NH	
County of HUSDORDLAN	
	A MO
On this the 30th day of Mare 2018 before me, Linda Moore	the undersigned on the
officer, personally appeared Javet Valeti known to me (or s	atisfactory powertizo be
the person whose name is subscribed to the within instrument and acknowledged that he/s	the executed he SmeSEPT . E
the purposes therein contained.	<u>≓</u> ★ 03 ★=
	E 2019 # E
In witness whereof, I hereto set my hand and official seal.	I A Standard Street
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Notary Public/Justice of the Peace Commission Expl	ires """"""
	1
Approved as to form, substance and execution by the Attorney General this 6th de	ay of <u>une</u> , 20
Allan Kt	\frown
Division of Attorney	General Office
	General Office
Approved by the Governor and Council this day of, 20	

By: _

EXHIBIT A-1

The Services

Services at Holy Cross Family Learning Center will be provided at their location at 438 Dubuque Street in Manchester. Students receiving services are from the Manchester area.

Holy Cross Family Learning Center in Manchester will provide the following services:

Project: Integrated English Literacy and Civics Education (IELCE)

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most In Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.

Contractor Initials

- Adult Education and Literacy Activities, including English language acquisition and workforce preparation
- o Rights and responsibilities of citizenship
- o Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an Industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- > The Contractor must use Instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline

Contractor Initials:

Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be
 entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18 or aid students without a social security number during the program to apply for a social security number. Students who refuse to provide a social security number will be indicated in the data system.

Anticipated number of students served in IELCE Program:

FY19	
120	

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (IELCE)	FY19
Administrative	'\$16,000.00
Teaching Staff	16,000.00
Indirect Costs	3,200.00
Totals	\$35,200.00

- 1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$35,200.00.
- 2. The total of the approved budget shall not exceed \$35,200.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4: This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.

Contractor Initials:

- The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA Federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$35,200.00.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-072-500575 Grants - Federal 06-56-56-565010-2535-601-500931 State Fund Match

FY 2019 \$ 10,560.00 \$ 24,640.00 \$ 35,200.00

Contractor Initials

EXHIBIT C-1

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council
- 3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided , using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

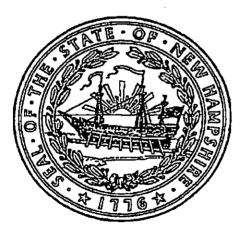


State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLY CROSS FAMILY LEARNING CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 671469 Certificate Number: 0004104323



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of June A.D. 2018.

William M. Gardner Secretary of State

Certificate of Authority

I, Sean Doherty, Clerk/Secretary of Holy Cross Family Learning Center do hereby certify that:

- 1. I maintain and have custody of an am famillar with the seal and minute books of the corporation;
- 2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 3. The following (is a) (are) true and complete cop(y)(ies) of the resolution adopted by the Board of Directors of the corporation at a meeting of that Board on <u>s/so/s</u>, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation; That: Holy Cross Family Learning Center will enter into a contract with the NH Department of

Education to provide adult education programs. This resolution shall remain in effect until specifically revoked.

That: Holy Cross Family Learning Center Board of Directors has named Janet C. Valeri as having authority to sign a contract with the NH Department of Education.

4. The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on _________, 2018.

5. The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and

6. The following person(s) lawfully occupy the office(s) indicated below:

Judi Window, President Janet C. Valeri, Interim Executive Director N/A, Vice President Sean Doherty, Secretary Katharine Balukas, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this, M_{2} , N_{2} , 2018.

(Corporate Seal if any)

Clerk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before as authorized officer below)

State of New Hampshire County of Hillsborough

On $\frac{5/30/15}{20}$, 2018 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge the he executed the foregoing certificate.

In witness whereof I hereunto set my hand and seal.

Notary Public/Justice of the Peace

Corporate Resolution

I, <u>See Dokety</u> hereby certify that I am duly elected Glerk/Secretary of <u>H-Iq Cross Family leaving</u> (CNW . I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called and held on <u>S/30/18</u> at which a quorum of the Directors were present and voting.

<u>VOTED</u>: That Janet C. Valeri, Interim Executive Director, is duly authorized to enter into contracts or agreements on behalf of Holy Cross Family Learning Center with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable and necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

5/30/18 DATED:

ATTEST: (me and Title)

CORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s).

PRODUCER	CONTACT NAME					
AP INTEGO INSURANCE GROUP, LLC.	PHONE (A/C No, Ext): FAX (A/C No):					
375 Woodcliff Drive, Suite 2	EMAIL ADDRESS:					
Fairport, NY 14450	INSURER(S) AFFORDING COVERAGE NAIC #					
INSURED	INSURER A: Mount Vernon Fire Insurance Company 26522					
Holy Cross Family Learning Center	INSUREB B:					
438 Dubuque Street	INSURER C:					
Manchester, NH 03102						
	INSURER E:					
	INSURER F:					

COVERAGES

REVISION NUMBER:

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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITH STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CERTIFICATE NUMBER:

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New Hampshire Department of Education 101 Pleasant St				SHOULD ANY C EXPIRATION D	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Concord NH 03301				AUTHORIZI	AUTHORIZED REPRESENTATIVE			

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HOLYCRO-01

ACORALLO

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

		`,				<u>2018</u>
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVELY C SURANC	OR NEGATIVELY AMEND E DOES NOT CONSTITU	EXTEND OR AL	TER THE C	OVERAGE AFFORDED BY TH	E POLICIES
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			PHONE (A/C, No, Ext):		FAX (A/C, No):	
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avalutani, MA 02451			S.			·
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<u></u>			INSURER A: THE Ha	rtford""		10456
INSURED			INSURER D :			
Holy Cross Family Learning	Center		INSURER C :			·
438 Dubuque Street			INSURER D :			
Manchester, NH 03102			INSURER E :			}
' · · · · · · · · · · · · · · · · · · ·			INSURER F :			
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Paul Leather Deputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL. (603) 271-3495 FAX (603) 271-1953

August 24, 2017

Frank Edelblut

Commissioner

His Excellency, Governor Christopher T. Sununu ond The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$ 222,277.07 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. 30% Federal Funds, 70% State Funds.

	Vendor Code	<u>FY2018</u>
Holy Cross Family Learning Center	280545	\$30,000.00
Hillsborough County Dept of Corrections	177406	\$31,966.07
North Country Education Services (Coos Cty ALS)	154707	<u>\$160.311.00</u>
	TOTAL:	\$222,277.07

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 66,683.10
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 155,593,97</u>
		\$ 222,277.07

EXPLANATION

Approval of this request will allow the three (3) contractors to provide one of the following adult education and literacy programs: Adult Basic Education, Adult Learner Services, and Integrated English Literacy and Civics Education. See Attachment B for specific programs to be provided by each Contractor.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move

TDD Access: Relay NH 711 EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES His Excellency, Governor Christopher T. Sununu and the Honorable Council August 24, 2017 Page 2

students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education's website and the Manchester Union Leader on February 24, 2017. All federal and state adult education funds are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Twenty-two proposals were received and reviewed using the proposal ariteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Funds were awarded to eight private-not-for-profit organizations, twelve school districts, and one governmental agency based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management System used by the Department.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,

Frank Edelblut Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/

Attachment A

A request for adult education and literacy activities proposals operating under the Workforce Innovation and Opportunities Act of 2014 (WIOA), Title II, for the term of three (3) years was released on February 24, 2017. The notice was published in the Union Leader on February 24, 2017, posted on the NH Department of Education's website, and sent electronically to any party expressing an interest in submitting an application.

In accordance with WIOA, only applications submitted by eligible providers were granted funding. WIOA defines an eligible provider as:

The term "eligible provider" means an organization that has demonstrated effectiveness in providing adult education and literacy activities that may include---

(A) a local educational agency;

(B) a community-based organization or faith-based organization;

(C) a volunteer literacy organization;

(D) an institution of higher education;

(E) a public or private nonprofit agency;

(F) a library;

(G) a public housing authority;

(H) a nonprofit institution that is not described in any of subparagraphs (A) through (G) and has the ability to provide adult education and literacy activities to eligible individuals;
 (!) a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described in any of subparagraphs (A) through (H); and

(J) a partnership between an employer and an entity described in any of subparagraphs (A) through (I).

Additionally, the Bureau of Adult Education considered the degree to which the proposal addressed the following WIOA-required criteria:

- Responsiveness to Regional Needs: How well does the proposed program meet the
 educational, economic, and social/cultural needs of the local region?
- Serving the Most in Need: How well does the proposed program serve individuals in the community who were identified as most in need of adult education and literacy activities, including English language acquisition and civics education programs?
- Service Delivery Format and Schedules: How well does the proposed program enable individuals to attend and complete classes through flexible scheduling, sufficient instructional time per week, and appropriate delivery methods?
- Proposed Curricula and Contextualized Instruction: How well does the proposed program
 provide curricula designed to meet the needs of the participants, especially through
 contextualized instruction?
- Alignment with the State Workforce Plan: How well does the proposed program align with the strategies and goals of the State Workforce Plan particularly in the area of curriculum, adult education and literacy activities, state leadership activities, and performance measures?
- Intensity, Quality and Best Practices: How well does the proposed program meet the requirement of being of sufficient intensity and quality? This includes the degree to which instructional practices are based on the most rigorous research available.
- Integration of Technology Services and Digital Systems: How well does the proposed program incorporate the use of technology, especially with regard to distance learning?
- Meeting Program Outcomes: How well has the proposed program met program outcome goals in the past and how will the program meet performance goals in the future?
- Reporting: How well does the proposed program collect, store, enter, and analyze students and program data?
- Implementation Timeline: Will the proposed program be positioned to start by September 15, 2017?
- Budget and Budget Narrative: How well does the proposed program present a cost-conscious budget with a primary focus on providing quality services to eligible individuals?

Proposal Criteria in RFP:

In accordance with WIOA, all applicants need to be an eligible provider with demonstrated effectiveness. The Composite Technical Score was used to determine if the applicant was an eligible provider. All scores above 150 were considered acceptable.

For each program specific application, the Program Design was evaluated. That score was added to the Composite Technical Score for a total score. All total scores above 500 were considered acceptable.

		Maximum Score
2 1	Eligible Provider with Demonstrated Effectiveness	200
Composite Technical Score	Operational Capacity	100
۳ ٩	Total Composite Technical Score (Minimum 150)	300
	Responsiveness to Regional Needs	50
-	Serving the Most in Need	100
-B	Service Delivery Format and Schedules	75
es	Proposed Curricula and Contextualized Instruction	<u>5</u> 0
0	State Workforce Board Alignment	75
am	Intensity, Quality and Best Practices of Program	100
Program Design	Integration of Technology Services and Digital Systems	50
2	Meeting Program Outcomes	50
<u>.</u>	Reporting	50
	Implementation Timeline	25
	Budget & Budget Narrative	75
	"TOTAL SCORE (Minimum of 500)	1000

Reviewers:

- Margaret Selig, retired program director from the Laconia Adult Education Program with more than 30 years of experience running adult education programs.
- Bryan Larson, retired program director from the Salem Continuing Education Program with more than 20 years of experience running adult education programs.
- Christine Powers, retired program director from Manchester Adult and Community Learning with more than 25 years of experience running adult education programs.
- Sarah Bennett, Educational Consultant for the NH Bureau of Adult Education with more than 20
 years of experience in alternative education including adult education and charter schools.
- Arthur Ellison, Administrator for the NH Bureau of Adult Education with more than 35 years administering adult education programs.

State Workforce Board Review

In accordance with WIOA, all applications were reviewed and accepted by the State Workforce Investment Board as indicated in the minutes of the July 7, 2017 meeting.

Geographic Distribution

The RFP specified that there be at least one program in each NH county that provides each of the following services: Adult Basic Education, English as a Second Language (and Adult High School Diploma, under a separate application process). ALS provides ABE and ESL services.

	ABE	ESL	ALS	l	ABE	ESL	ALS
Веіклар	1	1		Hillsborough	2	3	3
Carroll		1	1	Merrimack	2	2	1
Cheshire	1	1	1	Rockingham	4	4	2
Coos		[1	Strafford	1	1	1
Grafton			3	Sullivan	1	•	

* Due to low numbers, ESL services are provided under the ABE grant.

Attachment B

Evaluation Scoring and Funding Recommendations

<u>Key</u>

- The 3 digit number is the Average Evaluation Score for the application
 NRF means Not Recommended for Funding
 A shaded box indicates that the center did not apply for this type of program

Private-Not-for-Profits Applicant Name	County	Aduit Basic Education	English as a Second Language	Adult Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Contract Limit
Ascentria Community Services, Inc.	Merrimack ·	19 5 Y 4	908	CALC: T	900		\$194,786.15
Fuller Library (Project LIFT)	Hillsborough			682			\$ 83,309.24
Holy Cross Family Literacy Center	Hillsborough		a share ta si Santa ta si	1.		700	\$ 30,000.00
International Institute of New England	Hillsborough	- ۲۰ (یک (مور - ۱	048			935	\$ 848,128.47
Nashua Adult Learning Center	Hillsborough	964	968	750		956	\$ 827,870.45
North Country Education Services	Coos			640			\$ 160,331.89
Second Start	Merrimack	857	940	788		1	\$ 409,557.97
Southern New Hampshire Services – Portsmouth Adult Education	Rockingham	890	880	N	14.12		\$ 185,975.94
Southern New Hampshire Services – English for New Americans	Hillsborough	and the second se	793	738			\$ 243,336.47
			•			TOTAL	\$2,983,296.58

Government Agency Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	integrated Education & Training	Integrated English Literacy & Chics Education	Approved Amount
Hillsborough County House of Corrections	Hillsborough	692	1. AL 24 C	Ţ.	a);;; ** :: :::	21-5-5-690-2	\$ 31,966.07

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School Districts Applicant Name	County	Advil Basic Education	English as a Second Language	Aduit Learner Services	Integrated Education & Troining	trifegrated English Literacy & Clvics Education	Approved Amount
Claremont (SAU 6)	Sullivan	817		1	19 A .		\$ 101,211.00
Deny (SAU 10)	Rockingham	766	802	829			\$ 134,718,77
Dover (SAU 11)	Rockingham	951	947	897	940	942	\$ 638,470.77
Exeter (SAU 16)	Strafford	924	910	890			\$ 294,377.59
Franklin (SAU 18)	Merrimack	665	i di si i	545 Y	L'inter		\$ 32,037.53
Governor Wentworth (SAU 49)	Carroli	Ser Perro	19 N. C	606	1.01 - 2.42	1	\$ 125,756.23
Keene (SAU 29)	Cheshire	795	750	79 7	772	753	\$ 161,265.67
Laconia (SAU 30)	Beiknap	623	545	NRF			\$ 45.749.00

Lebanon (SAU 88)	Grafton		(1998), 1997 	641	1. 2		\$ 84,025.07
itileton (SAU 35)	Gratton		and here	567			\$ 160,331.89
Plymouth (SAU 48)	Grafton			677			\$ 20,952.00
Salem (SAU 57)	Rockingham	757	773	5 54 3		NRF	\$ 103,439.18
	······································			·	.	TOTAL	\$ 1,902,334.70

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FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. **IDENTIFICATION.** 1.2 State Agency Address 1.1 State Agency Name Department of Education 21 South Fruit Street, Suite #20 Concord, NH 03301 1.3 Contractor Name 1.4 Contractor Address Holy Cross Family Learning Center 438 Dubuque Street Manchester, NH 03104 1.6 Account Number 1.7 Completion Date 1.8 Price Limitation 1.5 Contractor Phone Number See Exhibit B \$30,000.00 603-622-9250 June 30, 2018 1.9 Contracting Officer for State Agency 1.10 State Agency Telephone Number 603-271-6698 Art Ellison R. Verville, Car, E.J. 1.12, Name and Title of Contractor Signatory 1.11 Contractor Signature Elecutive Director ICED , Country of Hills polough 1.13 Acknowledgement: State of 0 8/24 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. William Manny 1.13.1 Signature of Notary Public or Justice of the Peace OM MO [Seal] ustice of the Peace 1.13.2 Name and 03 2019 1.15 Name and T Ignatory State fure Date: 8-30-17 Education 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On: 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: By: 1.18 Approval by the Governor and Executive Council (if applicable) 8/31/17 By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO

BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date ' specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Contractor Initials Date `

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event

(of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event

of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State. 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Contractor Initials Date §

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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EXHIBIT A

The Services

Services at Holy Cross Family Learning Center will be provided at their location at 438 Dubuque Street in Manchester. Students receiving services are from the Manchester area.

Holy Cross Family Learning Center in Manchester will provide the following services:

Project Description

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Integrated English Literacy and Civics Education (IELCE)

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and Instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including Individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into
- Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of Individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

 The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.

Contractor Initials: Date: 2

Page 1 of 6

- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - o Rights and responsibilities of citizenship
 - o Integrated Education and Training activity as defined in WIOA Section 203(11)

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline

Contractor Initials:) Date: 2

Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

• The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in IELCE Program:

FY18	
105	7
	_

)

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (IELCE)	FY18
Administrative	\$ 14,000.00
Teaching Staff	16,000.00
Totals	\$ 30,000.00

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$30,000.00.
- 2. The total of the approved budget shall not exceed \$30,000.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA Federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

Page 4 of 6

Contractor Initials: VR Date: X a

- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$30,000.00.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

EV 2040

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>F12010</u>
08-56-56-565010-2535-072-500575 Grants Federal	\$ 9,000.00
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$ 21,000.00</u>
	\$ 30,000.00

Contractor Initials: Date: 2

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

 OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

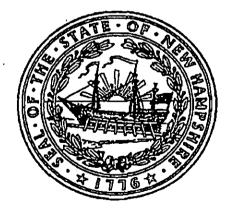
- 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLY CROSS FAMILY LEARNING CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business 1D: 671469



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire, this 25th day of August A.D. 2017.

William M. Gardner Secretary of State

Certificate of Authority

I, Sean Doherty, Clerk/Secretary of Holy Cross Family Learning Center do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on 4/5/17, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

THAT: Holy Cross Family Learning Center will enter into a contract with the NH Department of Education to provide adult education programs. This resolution shall remain in effect until specifically revoked. THAT: Holy Cross Family Learning Center Board of Directors has named Sister Jacqueline R. Verville as having authority to sign a contract with the NH Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on 20
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Judi Window, President

Sr. Jacqueline R. Verville, CEO & Executive Director

N/A____ Vice President

Sean Doherty, Secretary

Katharine Balukas, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this, <u>24⁺⁺ Au₁USC</u> 2017.

(Corporate Seal if any)

сī rk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On <u>S</u>[<u>></u>], 2017 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

Corporate Resolution

I. Jupi L. Window hereby certify that I am duly elected Clerk/Secretary of <u>Haly Cross Family Lourning CC</u>. Thereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called and held on <u>April 5, 2017</u> at which a quorum of the Directors were present and voting.

VOTED: That <u>Sister Jacqueline Verville</u> is duly authorized to enter into contracts or agreements on behalf of <u>Holy Cross Family Learning Center</u> with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable and necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

<u>Hugust 8,2017</u> DATED:

al Muda ATTEST: (

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CERTIFICATE OF LIABILITY INSURANCE

DATE (NAPODYTYY) . 8/8/2017

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THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TVELY OF	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTER	D OR ALT	ER THE CO	VERAGE AFFORDED	BY TH	E POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to the ten	ms and conditions of the	e policy, uch end	certain poli orsement(s)	icies may re			
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Manchester NH 03109			REVRE					
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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BOARD OF DIRECTORS HOLY CROSS FAMILY LEARNING CENTER 438 Dubuque Street Manchester, NH 03102

Katharine Balukas, Treasurer Senior Auditor BerryDunn 151 Crowley Road Candia, NH 03034 <u>kbalukas@berrydunn.com</u> 603-518-2648

Jeanne Boucher, CSC Payment Processing Coordinator Southern NH University 2238 Elm Street Manchester, NH 03104 boucher38@comcast.net 603-622-6918

Bianka Beaudoin Community Manager American Cancer Society 24 Blucher Street Manchester, NH 03102 <u>bianka17@comcast.net</u> 603-557-7419

Eva Castillo-Turgeon Organizer Alliance for Immigrants & Refugees 733 Bryant Street Manchester, NH 03109 <u>ecastillo@miracoalition.org</u> 603-661-2873

Sean Doherty, Secretary Finance Manager / Oracle 282 Pulpit Road Bedford, NH 03110 <u>sdoherty@dyn.com</u> 603-289-7277 Elinor Murphy Educational Consultant 752 Straw Hill Road Manchester, NH 03104 603-785-3711 elinormurphy2@gmail.com 603-785-3711

Jacqueline R. Verville, CSC Executive Director Bedford Hills Apts. 15 Cooper Lane Unit 108 Bedford, NH 03110 jrv2871@gmail.com 603-622-9250

Sylvia Von Aulock Deputy Executive Director Southern NH Planning Commission 40 Elm Street Newmarket, NH 03857 <u>svonaulock@snhpc.org</u> 603-669-4664

Judi Window, Chair Community Outreach St. Mary's Bank 676 Clay Street Manchester, NH 03103 jwindow@stmarysbank.com 603-629-1538

Directors serve without compensation.

Salary Information for Personnel

Holy Cross Family Literacy Center Project: IELCE

	Administrative					
	[Enter AdmInistrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Director - School Year	Sister Jacqueline Verville	24	36	\$25.00	\$21,600.00
2	Administrative Ass't	Diane Dupere	20	36	\$20.00	\$14,400.00
3	Test administrator	Shea Hortman	20	36	\$15.00	\$10,800.00
					Administrative TOTAL	\$46,800.00

	Teaching Staff					
	(Enter Teacher Title)		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Interpreter	Chura Mani Acharya	20	36	\$15.00	\$10,800.00
2	Computer Technology	To be Hired	10	36	\$20.00	\$7,200.00
				· ·	Teacher TOTAL	\$ 18,000.00
	. *					;

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Jacqueline R. Verville CSC

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EDUCATION

May 1985, Doctor of Education, concentration in Reading and Learning Disabilities, Boston University, Boston, MA. Major: Reading Education, K-16 Concentration.

May 1974, Master of Education, K-12, Rivier College, Nashua, New Hampshire.

May 1970, Bachelor of Arts, Major: Education and Business, K-12, Minor, Mathematics, Notre Dame College, Manchester, New Hampshire.

PROFESSIONAL LICENSES

NH State Certification, Reading Supervisor and Business Education, K-12, Life Certificate. MaAState Certification, Reading Consultant, K-16; Consulting Teacher of Reading, K-16 and Learning Disabilities.

PROFESSIONAL EMPLOYMENT EXPERIENCE

August 2000 to present:

- Called forth Planning Committee to begin preparations for Learning Center: October 2, 2009 to October 2010.
- Met monthly with Planning Committee, met with individuals, wrote grants, and visited sites.
- Taught ESL at West High School, English for New Americans, taught second graders at St. Catherine School, taught third and first graders at St. Benedict Academy, taught a group of immigrants at the West Side Library twice a week.
- October 4, 2010. Doors to Holy Cross Family Learning Center were opened to forty-five refugees.
- During 2015-2016, 132 refugees from thirty-two ethnicities were taught English, Civics, Computer Skills and sewing alterations were performed for the community-at-large on Manchester's West Side.

August 1998 to 2009

- Director of Reading and Title I Project Manager, Pre-K to 8, Alton Central School, Alton, New Hampshire.
- Supervisor of Language Arts, K-12, Littleton, New Hampshire, SAU #35, Title I Project Manager to five school districts: Profile Junior / Senior High School, Lafayette Regional, Bethlehem Elementary, Lisbon Regional and Littleton.
- Grant Writer.
- Workshop Presenter. 1

Diane Y. Dupere, CSC

EDUCATION

M. Ed. Counseling and Psychotherapy, Notre Dame College, Manchester, New Hampshire. May 1993.

Graduate Courses in Scripture Studies, Providence College, Providence, Rhode Island. 1973-1975

B. A. Business, Notre Dame College, Manchester, New Hampshire. 1970.

EMPLOYMENT EXPERIENCE

Administrative Assistant, Holy Cross Family Learning Center, Manchester, New Hampshire, October 2010 - present.

- Manages all office proceedings such as reports, budgets, mail, and all calls.
- Triaged calls and in-person office drop-ins for Executive Director.
- Creates efficient systems for office management/files and grants.
- Coordinates any and all business regarding teachers, teacher assistants.
- Prepares all CDBG reports, and all other responsibilities given by the executive director.

Administrative Assistant (temporary), St. Benedict Academy – Elementary School, Manchester, New Hampshire, January 2008 – April 2008.

Administrative Assistant, Office of Admissions/Operations, saint Anselm College, Manchester, New Hampshire, October 2003 – September 2008.

Administrative Assistant to the Office of the President, Notre Dame College, Manchester, New Hampshire, May 2002 – June 2003.

Administrative Assistant to Vice President for Student Development, Notre Dame College, Manchester, New Hampshire, October 2000 – May 2002.

Director of Family Services & Case Manager, Marguerite's Place – Transitional Housing for Women and Children, Nashua, New Hampshire, 1998 – October 2000.

Case Manager, Marguerite's Place – Transitional Housing Program for Women and Children, Nashua, New Hampshire. August 1994 – 1998.

Administrative Assistant to Leadership Personnel in Regional services and Director of Communications, Sisters of Holy Cross, Pittsfield, New Hampshire, 1974 – 1990; Manchester, New Hampshire, 1990 – 1994.

E. Shea Hortman

Skills

Teaching Adult ESL classes – all levels Advanced spoken Spanish, High Intermediate written Spanish Managing and Supporting Staff-Microsoft Word, Excel, and Outlook

Experience

2001 – 2014: York County Literacy Council, York, Pennsylvania

2005 - 2014: English as a Second Language (ESL) Program Coordinator

Oversee all areas of non-profit agency's ESL program serving over 600 adults per year, including managing (hiring, evaluating, supporting) a staff of eight ESL instructors teaching four levels of ESL AM and PM classes.

Collaborate with local public schools to offer ESL classes for parents.

Conduct enrollment and testing process in Spanish for Spanish-speaking clients.

Field all phone calls from Spanish-speaking clients.

Write newsletter, annual report articles.

Work with volunteers in the office and classroom.

2011 - 2013: Literacy in the Workplace Coordinator

Establish and oversee customized workplace programs to teach local manufacturing company employees the English needed to property execute procedures and reporting duties of their jobs and to understand safety and FMLA policies.

Establish and oversee community GED programs.

2011 - 2013: Adult Program Manager

Oversee both the English as a Second Language and Adult Basic Education programs, which together serve over 900 students per year.

2001 - 2011: ESL Instructor

Prepare lesson plans and activities, including curriculum development and new material creation, to help non-native English learners from diverse cultures acquire skills necessary for daily life, workplace, civics, and understanding American culture and the English language with an emphasis on health, financial, and workplace literacy skills.

1989 - 2001: Associated Wholesalers, Inc., York, Pennsylvania

Computer Programmer, Senior Computer Programmer, Project Manager

Write code, maintain procurement system software and manage a team of four programmers.

Education

TESOL (Teaching English as a Second Language) Certificate, 2001 YWAM TESOL Program, Lebanon, Pennsylvania

Bachelor of Science in Computer Information Systems, 1995 York College of Pennsylvania, York, Pennsylvania

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CHRISTINA GONTALEZ My Commission Expir Mary Public HOLM'S Public Masasphysells. 2027 Et Ind. 25

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL CHARITABLE TRUSTS UNIT 33 Capitol Street Concord, NH 03301-6397

Register of Charitable Trusts

Form NHCT-2A

<u>ANNUAL REPORT</u>

For the calendar year	or fiscal year beginning July 1, 2015						
and ending June 30, 2016	Registration number 10446						
NAME OF ORGANIZATION: Holy C	Cross Family Learning Center						
	ADDRESS: 483 Dubuque Street Manchester. NH 03102						
Please make name/address corrections h	iere:						
45-44	95234						
A) Employer or Federal ID Number: 45-44							
D) Tax exempt under section SVI (c) (3 :	check here if application for exemption is pending ()						
G) Group return filed for affiliates? Separate return filed by group affiliate?							
Separate return med by Broup annale.							
PART J STATEMENT OF SUPPORT, K FUND BALANCES:	REVENUE, AND EXPENSES AND CHANGES IN						
Support and Revenue	s 25,094						
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9) Special fundraising events and activities							
(Attach schedule ¹)							
a) Gross revenue							
b) Minus: direct expenses	(230)						
c) Net income (line 9a minus line 9b) <u>18,835</u>)						
11) Other revenue (see part V)							
12) Total revenue (add lines 1,2,3,4,5,9(c) an	id 11 <u>43.929</u>						
Expenses	·						
13) Program services (program service char	ities only) (see Part III)						
14) Management and general (see line 44)	<u>23.277</u>						
17) Total expenses (add lines 13 and 14)	57.811						
Fund Balances Lines 18 Throug	ah 21 Must Be Completed						
18) Excess (deficit) for the year (line 12 min	us line 17)						
19) Fund balances or net worth at the begin	<u>ning</u> of the year(see line 75)						
	nce						
(ATTACH EXPLANATION)	24 504						
21) Fund balances or net worth at end of yes	ar (add lines 18 and 19)(see also line 75) 64,524						

¹ Any organization which engages the services of a professional fund-raiser (paid solicitor, fund raising counsel, etc.) is required to provide the the name and address of the professional fund-raiser as well as detailed information regarding monies raised, fees paid, etc. This information may be submitted as an attached schedule on plain paper. Any organization which sponsors Bingo Games, or sells Lucky 7 tickets or conducts its own events is required to provide detailed information as to the gross amount of revenue received from the games or events, a breakdown of all expenses related to the operation of the function, and the net amount received by the charitable organization.

PART II STATEMENT OF FUNCTIONAL EXPENSES

2) Grants and allocations (ATTACH SCHEDULE)	
3) Specific assistance to individuals.	· · · · · · · · · · · · · · · · · · ·
(4) Benefits paid to or for members	• • • • • • • • • • • • • • • • • • •
25) Compensation of officers, directors, etc	
26) Other salaries and wages	
27) Pension plan contributions	
28) Other employee benefits	
29) Payroll taxes	
30) Professional fundraising fees	
31) Accounting fees	
32) Legal fees	
33) Supplies	
34) Telephone	• 1,048
35) Postage and shipping	
36) Оссиралсу	20.244
37) Equipment rental and maintenance	
18) Printing and publications	
99) Travel	
(0) Conferences, conventions, meetings	
11) Interest.	·····
2) Depreciation (attach schedule)	
43) Other expenses (itemized):	
a) Donations	185
b) Miscellaneous	
c)	
d)	
e)	

d

Organization Name: Holy Cross Family Learning Center

PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

	DESCRIPTION	EXPENSES	
a)	English	\$\$	
b)	Workforce development	S14,651	
c)		S	

TOTAL - MUST EQUAL LINE 13

\$_____\$

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature) (Program service charities only)

(1 rogram service characes a	nuy)	
	Program Service /	Other
a)		
b)	······································	
c)		<u></u>
d)		
PART VI BALANCE SHEETS		
· · · · · · · · · · · · · · · · · · ·	Beginning of Year	End of Year
Assets		
45) Cash - non interest bearing	78,406	62,724
46) Savings and cash investments		
47) Accounts receivable		<u></u>
48) Pledges receivable		_ <u></u>
49) Grants receivable		
50) Receivables due from Officers, Directors, etc.	<u></u>	
51) Other notes and loans receivable	· 	
52) Inventories for sale or use		
53) Prepaid		1,800
54) Investments - securities	 	
55) Investments - real estate		
56) Investments - other 58) Other assets	·	
•	78.406	64,524
59) Total assets (add lines 45 through 58)	/0.408	
Liabilities		
60) Accounts payable		·
61) Grants payable		
63) Loans from officers, directors, etc.		·
64) Mortgages/notes payable		··
65) Other liabilities	<u></u>	
66) Total liabilities (add lines 60 through 65)	0	0
Fund Balances or Net Worth Line 75 Must Be		64.524
75) Net worth (assets, line 59, minus liabilities, line	66)	04.324

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d))

FORM NUMBER P-37 (version 5/8/15)

<u>Notice</u>: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

,

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Address				
Department of Education		21 South Fruit Street, Suite #20				
		Concord, NH 03301				
1.3 Contractor Name		I.4 Contractor Address				
Hillsborough County Departmen	t of Corrections	445 Willow Street)			
		Manchester, NH 03103				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number						
603-627-5620	See Exhibit B	June 30, 2018	\$31,966.07			
			l			
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone N	umber			
Art Ellison		603-271-6698				
						
1.11 Contractor Signature		1.12 Name and Title of Contrac				
		David Dionne, Superintendent E				
1.13 Acknowledgement: State	of NH , County of	Hillsborough				
On 8/16/2017 , before	the undersioned officer percent	illy appeared the person identified in	a block 1.12 or estimatorily			
		icknowledged that s/he executed the				
individual de line person whose he	ane is signed in block [.11, and a	icknowledged that shie executed the	is document in the capacity			
Little Automative Concer Dubl	lic or Justice of the Peace					
	ne of distinc of the Feate					
DUPRES E						
DURKS COM	James					
	y or Justice of the Peace	<u></u>				
11 Contraction	\sim	_				
CE OF THE WHAD	· Marano Ju	NTICE OF THE REACE				
1.14 State Agency Signature		1.15 Name and Title of State A	gency Signatory			
	C A A O					
14910	Date: 8 . Do . 1	FRANK EDELBLUT. CUM	MMISSIMER OF Education			
1.16 Approval by the N.H. Dep	1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)					
······································						
By:		Director, On:				
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)						
By: S	By: The B. Micinty. On: 7/31/17					
Uw ()	(in ()-racinge					
1.18 Approval by the Governor and Executive Council (if applicable)						
_						
By:		On:				

.

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO

BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in. EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor. including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4

Contractor Initials Date Blue IT

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor, as cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials Date Silli

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignce to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Page 4 of 4

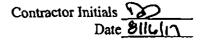


EXHIBIT A

The Services

Services will be provided at the Hillsborough County House of Corrections. Students receiving services are incarcerated at the Hillsborough County House of Corrections.

Hillsborough County Department of Corrections will provide the following services:

Project Descriptions

Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting Individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.



Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served:

	FY18	
	20	
-		

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Teaching Staff	\$29,229.97
Teacher Benefits	2,238.10
Supplies	500.00
Totals	\$31,966.07

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$31,966.07.
- 2. The total of the approved budget shall not exceed \$31,966.07 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WiOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

Contractor initials:

- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously
- determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$31,966.07

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

D/ 00/0

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FT 2018</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 9,589,83
06-56-56-565010-2535-601-500931 State Fund Match	\$22,376,24
•	\$31,966,07

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

 OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.
- 4. Agreement of the parties.
- 5. Approval of the Governor and Council

Сеп	tificate	of A	utho	rity

I, Paul G. Bergeron Clerk of Hillsborough County do hereby certify that;

- I maintain and have custody of and am familiar with the seal and minute books of the corporation; **(1)**
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the (3) corporation at a meeting of that board on August 16 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: The Hillsborough County Department of Corrections will enter into a contract with the NH Department of Education to provide employment and training services to out of school youth. This resolution shall remain in effect until specifically revoked.

That: The Hillsborough County Board of Directors has named Superintendent David Dionne as having authority to sign the contract with the New Hampshire Department of Education.

- The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on (4) AUGUST 16 , 20 17 .
- The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof, and (5)
- The following person(s) lawfully occupy the office(s) indicated below: (6)

Toni Pappas Chairman

Robert Rowe Vice Chairman

Paul G. Bergeron Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the County this day of AUGUCT , 20 (7 .

(Corporate Seal if any)

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

_, 20_17_, before the undersigned officer personally appeared the person identified in August 16 On_ the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that Comm. Palil. Bergeron executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

blic/Justice of the Peace



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B. Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the banefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. Howaver, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amandments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Llability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage catogories listed below.

Participating Member:	Mamber Number;		Company Alfording Coverage:			
Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045	608		NH Public Risk Management Exchange - Pr Bow Brook Place 48 Donovan Street Concord, NH, 03301-2624			rchange - Primex ³
The a Cowner (11)	Effective Dates	- Expiration	Onter-	Ú.	NH Statutors Limb	
X General Liability (Occurrence Form)	7/1/2017	7/1/20		_	h Occurrence	\$ 5,000,000
Professional Liability (describe)				Ger	eral Appregate	\$ 5,000,000
Claims Occurrence				Fire fire)	Damage (Any one	
		{		Med	Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto				(Eect	nbined Single Limit Accident) regate	
X Workers' Compensation & Employers' Liabil	ity 1/1/2017	1/1/201	IA I	X	Statutory	
			~	Eac	h Accident	\$2,000,000
				Dise	1850 — Each Employee	\$2,000,000
			ſ	Dise	1350 — Policy Limit	
Property (Special Risk includes Fire and Theit)					ket Limit, Repiacoment (untass otherwise stated)	
-						

Description: Proof of Primex Member coverage only for Adult Basic Education Program Grant.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ –	NH Public Risk Management Exchange
· · · · · · · · · · · · · · · · · · ·			By: 7	Tamag Danse
NH Dept of Education Bureau of Adult Education 21 South Fruit St, Ste 20 Concord, NH 03301		•		i/26/2017 tdenver@nhprimex.org Please direct inquires to: Prlmex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

HILLSBOROUGH COUNTY DEPARTMENT OF CORRECTIONS

445 Willow Street Manchester, New Hampshire 03103-6216 Telephone (603) 627-5620 Facsimile (603) 627-5618 www.hillsboroughcountydoc.org

David M. Dionne, CLS Superintendent Captain Gifford F.J. Hiscor, CJM Security

Ł

Captain Willie Scurry Programs

HILLSBOROUGH COUNTY BOARD OF COMMISSIONERS

Toni Pappas, Chair District #1

Robert Rowe, Vice-Chair District #3

> Paul G. Bergeron, Clerk District #2

> > Directors/Commissioners Serve Without Compensation.



Serving The Communities Of: Amherst, Antrim, Bedford, Bennington, Brookline, Deering, Francestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchesler, Mason, Merrimack, Millord, Mont Vernon, Neshue, New Boston, New Ipswich, Pelham, Peterborough, Sharon, Temple, Weare, Wilton, Windsor.

Salary Information for Key Personnel

Hillsborough County House of Corrections Project: ABE

	Teaching Staff		(Enter	[Enter the	· ·	
	[Enter Teacher Tille]		Number of Hours per Week]	Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	ABE Teacher	Laurielee Roy	29	49	\$20.57	\$29,229.97
- <u>-</u>	<u> </u>	1		•	Teacher TOTAL	\$29,229.97

Laurielee M. Woodlock Roy

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HILLSBOROUGH COUNTY HUMAN BESOURCES

Objective: To work with people in a progressive and culturally diverse organization that supports positive programs and allows me to use my training and experience in elementary/special education and case management to pursue my passion in education and equality.

Education: MA (Elementary Education), Southern New Hampshire University, 2005 MA (General Special Education), Southern New Hampshire University, 2005 BA (Criminal Justice), Hesser College, 1998

Certification: NH Certification in Elementary and Special Education, 2005.

Teaching Experience:

Long term substitute Fairgrounds Middle School, December 2014-March2015

Nashua, NH

Long term social studies and language arts teacher in the 6^{th} grade. I was responsible for lesson planning daily for each level class, honors, extensions, and foundations. Also responsible for lesson planning for reading and writing for children who struggle in the areas of reading and writing.

Long term substitute

Fairgrounds Middle School, October 2013-June 2014

Nashua, NH

Continuing substitute: worked with students with educational disabilities, with a focus on children identified with an emotional disturbance. I had five tutorials and case managed twelve students.

Tutor

Manchester School District, September 2012- June 2013

Manchester, NH

Provide 1:1 Tutoring services for a child with an auto-immune disorder which prevents the child from attending public school. Delivered content in language arts, math, biology, and bealth at the high school level.

Tutor

Manchester School District, December 2011-August 2012

Manchester, NH

Provided 1:1 services to a high school student identified with TBl and Autism. I created lesson plans and delivered lessons to and from West High School.

HUMAN RESOURCES Introduce college students to discipline of Criminal Justice including teaching criminal law, procedures and policies; grading exams and papers, and developing website materials to supplement reading assignments.

Teacher and Case Manager

Hesser College, 2008 - 2007

Adjunct Faculty

Corrections Special School, State Prison for Men, 2008-2006

Case Manage and Develop IEP's for incarcerated men 21 years and younger, particularly those with special needs and disabilities as well as teach remedial content areas within the Education Department in the State Prison for Men.

Substitute Teacher

Manchester School District, 2001-2000

Provided instruction and followed lesson plans of absent teacher. Experienced in all grade levels from nursery to high school in sped and non-sped programs as well as experienced in teaching students in vocational programs.

Student Teacher Webster Elementary School, 2004

Student Teacher in Grade One, where I developed general lesson plans in alignment with state Grade Level Expectations as well as prepared lesson plans for children with disabilities in accordance with his/her Individual Education Plan. Assessed and graded students work and made modifications to work as required by children identified with disabilities.

Student Teacher Green Acres Elementary, 2004

Student Teacher in Grade Five responsible for developing lesson plans in alignment with state Grade Level Expectation as well as prepared lesson plans for children with disabilities and nonidentified students. Assessed and graded students work and made modifications to work as required by the Individual Education Plans of respective students.

General Work Experience:

Case Manager

Riverbend Community Mental Health Center, 2000-1999

Responsible for case management of adults with mental illness, including overseeing filing and appropriate file upkeep to obtain social security, SSL Health and Human Service benefits. Instructed and assisted clients with daily living sills, mental health goals, treatment plans, appointments, and access to community resources.

Resident Instructor Easter Seals, 1999-1997

Responsible for working with children with identified emotional and behavioral problems to provide guidance, instruction and assistance in their daily activities and well as write progress reports on their individual treatment plans and goals.

Manchester, NH

Manchester, NH

HILLSBORDUGH COUNTY Manchester, NH

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AUG 0 5 2015

Concord, NH

Manchester, NH

Concord, NH

Manchester, NH

Professional and Community Membership:

Volunteer at Covenant Houses of South Florida

Volunteer, Dialogue for Community Good, US Dept. Justice Community Relations Chairperson of Education, Manchester NAACP

PTO Secretary, Hillside Middle School 2014-2015

Author of Race Between Us (Lett, Roy 2015. Popular Truth Publishing)

Additional Training

Undoing Racism: The People's Institute For Survival and Beyond 2011 Meet HQT Status for New Hampshire S.O.L.V.E (Strategies of Limiting Violent Episodes) 1997

T.C.I (Therapeutic Crisis Intervention) 1999

Sex Offender Training, Dr. Ron Royer 1998

New Hampshire Department of Corrections Certificate 2007

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AUG 0 5 2015

HILLSBOROUGH COUNTY HUMAN RESOURCES

EXHIBIT A

COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE

Statement of Net Position June 30, 2016

June - ,	Primary Government				
	Governmental				
	Activities	Activities	Total		
ASSETS					
Current Assets:					
Cash and cash equivalents	\$ 38,240,065	\$ 30,414	\$ 38,270,479		
A ccounts receivable, net	396,404	2,382,295	2,778,699		
Due from other governments	318,160	1,028,631	1,346,791		
Internal balance	(24,573,898)	24,573,898	-		
Prepaid expenses	5,568	66 1 49	5,568		
Inventory	14 286 200	66,148	66,148		
Total Current Assets	14,386,299	28,081,386	42,467,685		
Noncurrent Assets:					
Restricted cash		96,506	96,506		
Capital assets:					
Non-depreciable capital assets		9,443	9,443		
Depreciable capital assets, net	4,368,302	2,182,368	6,550,670		
Total Noncurrent Assets	4,368,302	2,288,317	6,656,619		
Total Assets	18,754,601	30,369,703	49,124,304		
DEFERRED OUTFLOWS OF RESOURCES					
Total deferred outflows related to net pension liability	2,383,768	1,289,291	3,673,059		
Total Deferred Outflows of Resources	2,383,768	1,289,291	3,673,059		
LIABILITIES		·			
Current Liabilities:					
Accounts payable	228,416	242,386	470,802		
Accrued expenses	984,226	378,037	1,362,263		
Due to other governments	4,183,413	582,996	4,766,409		
Uncarned contributions		30,414	30,414		
Total Current Liabilities	5,396,055	1,233,833	6,629,888		
Noncurrent Liabilities:					
Other post-employment benefits obligation	1,841,125	816,843	2,657,968		
Net pension liability	25,371,528	14,206,203	39,577,731		
Total Noncurrent Liabilities	27,212,653	15,023,046	42,235,699		
Total Liabilities	32,608,708	16,256,879	48,865,587		
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows related to net pension liability	2,182,680	1,180,529	3,363,209		
Total Deferred Inflows of Resources	2,182,680	1,180,529	3,363,209		
NET POSITION					
Net investment in capital assets	4,368,302	2,191,811	6,560,113		
Restricted	6,634	_	6,634		
Unrestricted (Deficit)	(18,027,955)	12,029,775	(5,998,180)		
Total Net Position	\$ (13,653,019)	<u>\$ 14,221,586</u>	<u>\$ </u>		

See accompanying notes to the basic financial statements

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EXHIBIT B COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Activities For the Year Ended June 30, 2016

		Net (Expense) Revenue				
		Program	Revenues	nues Changes in Net Posi		tion
			Operating	Primary G	overnment	
		Charges for	Grants and	Governmental	Business-Type	
Functions/Programs	Expenses	Services	Contributions	Activities	Activities	<u>Totai</u>
Governmental Activities:						
General government	\$ 8,297,219	\$ 4,010,559		\$ (4,286,660)		\$ (4,286,660)
Public safety	20,016,668	3,139,818	\$ 12,683	(16,864,167)		(16,864,167)
Health and welfare	29,444,771	<u></u>	253,581	(29,191,190)		(29,191,190)
Total governmental activities	57,758,658	7,150,377	266,264	(50,342,017)	<u>s</u>	(50,342,017)
Business-type activities:						
Nursing Home	25,044,915	22,663,584	7,405,108		5,023,777	5,023,777
Total business-type activities	25,044,915	22,663,584	7,405,108		5,023,777	5,023,777
Total primary government	\$ 82,803,573	\$ 29,813,961	\$ 7,671,372	(50,342,017)	5,023,777	(45,318,240)
	General revenues	5:				
	Property taxes	-		51,063,836		51,063,836
		estment earnings		56,319	144	56,463
	Miscellaneous			685,930	805,017	1,490,947
	Transfers			2,672,981	(2,672,981)	•
	Total general	revenues and tra	ansfers	54,479,066	(1,867,820)	52,611,246
	Change in n		•	4,137,049	3,155,957	7,293,006
	Net position (def		ofyear	(17,790,068)	11,065,629	(6,724,439)
	Net position (def	· - ·		\$(13,653,019)	\$ 14,221,586	\$ 568,567

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See accompanying notes to the basic financial statements

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EXHIBIT C COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Balance Sheet Governmental Funds June 30, 2016

ASSETS	General <u>Fund</u>	Nonmajor Governmental <u>Fund</u>	Total Governmental <u>Funds</u>
	A 30.040.045		
Cash and cash equivalents	\$ 38,240,065	•	\$ 38,240,065
Accounts receivable	396,404		396,404
Due from other governments	318,160		318,160
Due from other funds	<i>C 66</i> 0	\$ 64,612	64,612
Prepaid expenses	5,568	64 (12)	5,568
Total Assets	38,960,197	64,612	39,024,809
DEFERRED OUTFLOWS OF RESOURCES			
Total Deferred Outflows of Resources		-	•
Total Assets and Deferred Outflows of Resources	\$ 38,960,197	<u>\$ 64,612</u>	\$ 39,024,809
LIABILITIES			
Accounts payable	\$ 223,416		\$ 223,416
Accrued expenses	984,226		984,226
Due to other governments	4,183,413		4,183,413
Due to other funds	24,643,510		24,643,510
Total Liabilities	30,034,565	<u>\$</u>	30,034,565
DEFERRED INFLOWS OF RESOURCES			
Total Deferred Inflows of Resources			
FUND BALANCES			
Nonspendable	5,568		5,568
Restricted	6,634		6,634
Assigned	841,279	. 64,612	905,891
Unassigned	8,072,151		8,072,151
Total Fund Balances	8,925,632	64,612	8,990,244
Total Liabilities, Deferred Inflows of Resources	•	_	•
and Fund Balances	\$_38,960,197	<u>\$ 64,612</u>	\$ 39,024,809

See accompanying notes to the basic financial statements

EXHIBIT C-I

COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position June 30, 2016

Total Fund Balances - Governmental Funds (Exhibit C)	\$	8,990,244
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds		4,368,302
Deferred outflows of resources and deferred inflows of resources that do not provide or require the use of current financial resources are not reported within the funds.		
Deferred outflow of resources attributable to net pension liability		2,383,768
Deferred inflow of resources attributable to net pension liability		(2,182,680)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Long-term		
liabilities at year end consist of:		
Other post-employment benefits obligation		(1,841,125)
Net pension liability		(25,371,528)
Net Position of Governmental Activities (Exhibit A)	<u>s</u>	(13,653,019)

See accompanying notes to the basic financial statements

EXHIBIT D COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds For the Year Ended June 30, 2016

Nonmajor Total General -Governmental Governmental Fund Fund Funds Revenues: \$ 51,063,836 - Taxes \$ 51,063,836 Intergovernmental 266,264 266,264 Charges for services 7,031,015 119,362 7,150,377 \$ Interest and investment income 56,319 56,319 Miscellaneous 685,930 685,930 119,362 59,222,726 **Total Revenues** 59,103,364 Expenditures: Current operations: 238,500 General government 7,900,145 8,138,645 Public safety 19,719,737 19,719,737 ۰. 29,444,771 Health and welfare 29,444,771 57,064,653 238,500 57,303,153 **Total Expenditures** Excess revenues (under) expenditures 2,038,711 (119, 138)1,919,573 Other Financing Sources (Uses): Transfers in 2,672,981 103,500 2,776,481 (103,500) Transfers out (103,500) 103,500 2,672,981 Total Other Financing Sources (Uses) 2,569,4<u>81</u> Net change in fund balances 4,608,192 (15,638) 4,592,554 Fund balances at beginning of year 4,317,440 80,250 4,397,690 Fund balances at end of year 8,925,632 64,612 S

See accompanying notes to the basic financial statements

EXHIBIT D-I

COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities For the Year Ended June 30, 2016

Net Change in Fund Balances - Governmental Funds (Exhibit D)	5	4,592,554
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures.		
However, in the statement of activities, the cost of those assets		
is allocated over their estimated useful lives as depreciation		
expense. This is the amount by which depreciation expense		
exceeded capital outlays in the current period.		(783,344)
Some expense reported in the statement of activities, such as other		
post-employment benefits, do not require the use of current financial		
resources and, therefore, are not reported as expenditures in		
governmental funds.		(338,359)
Governmental funds report pension contributions as expenditures.		
However, in the statement of activities, pension expense reflects		
the change in the net pension liability and related deferred outflows		
and inflows of resources, and do not require the use of current		
financial resources. This is the amount by which pension		
contributions exceeded pension expense in the current period.		666,198
Change in Net Position of Governmental Activities (Exhibit B)	<u>s_</u>	4,137,049

See accompanying notes to the basic financial statements

EXHIBIT E COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Net Position Proprietary Funds June 30, 2016

June 30, 2016		
1	Nursing Home	
	Fund	
ASSETS		
Current Assets:	٠	
Cash and cash equivalents	\$ 30,414`	
Accounts receivable, net	2,382,295	
Due from other governments	1,028,631	
Due from other funds	24,573,898	
Inventory	66,148	
Total Current Assets		
Noncurrent Assets:		
Restricted cash	96,506	
Capital assets:	-	
Non-depreciable capital assets	9,443	
Depreciable capital assets, net	2,182,368	
Total Noncurrent Assets	2,288,317	
Total Assets	30,369,703	
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows related to pension	1,289,291	
Total Deferred Outflows of Resources	1,289,291	
LIABILITIES		
Current Liabilities:		
Accounts payable	242,386	
Accrued expenses	378,037	
Due to other governments	582,996	
Unearned contributions		
Total Current Liabilities	1,233,833	
Noncurrent Liabilities:		
Other post-employment benefits payable	816,843	
Net pension liability	14,206,203	
Total Noncurrent Liabilities	15,023,046	
Total Lizbilitics	16,256,879	
	· · · · · · · · · · · · · · · · · · ·	
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pension	1,180,529	
Total Deferred Inflows of Resources	1,180,529	
NET POSITION		
Net investment in capital assets	2,191,B11	
Unrestricted	12,029,775	
Total Net Position	\$ 14,221,586	
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See accompanying notes to the basic financial statements

EXHIBIT F

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COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Revenues, Expenses and Changes in Net Position

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Proprietary Funds

For the Year Ended June 30, 2016

	Nursing Home
	Fund
Operating revenues:	
Intergovernmental revenue	\$ 7,405,108
Charges for services	22,663,584
Miscellaneous	805,017
Total operating revenues	30,873,709
Operating expenses:	
Administrative	3,193,394
Maintenance and operations	966,295
Physical therapy	· 1,853,173
Dietary	2,167,096
Nursing	13,634,190
Laundry	355,634
Housekeeping	743,239
Physician/pharmacy	576,676
Restorative services	729,936
Social services	347,087
Barber/beauty	32,045
Depreciation	446,150
Total operating expenses	25,044,915
Operating income	5,828,794
Non-operating revenues:	
Interest revenue]44
Net non-operating revenues	144
Transfers out	(2,672,981)
Change in net position	3,155,957
Total net position at beginning of year	11,065,629
Total net position at end of year	<u>\$ 14,221,586</u>

See accompanying notes to the basic financial statements

EXHIBIT G COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Cash Flows Proprietary Funds For the Year Ended June 30, 2016

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For the Year Ended June 30, 2016	Nursing Home <u>Fund</u>
Cash flows from operating activities:	
Cash received from patient care/services	\$ 23,859,654
Cash received from Medicaid pool funds	7,352,118
Cash paid to suppliers	(10,785,206)
Cash paid to employees	(14,777,363)
Net cash provided by operating activities	5,649,203
Cash flows from noncapital financing activities:	
Transfers to other funds	(2,672,981)
Net cash (used) for noncapital financing activities	(2,672,981)
Cash flows from capital and related financing activities:	
Purchases of capital assets	(350,348)
Net cash (used) for capital and related financing activities	(350,348)
Cash flows from investing activities:	
Interest on investments	144
Net cash provided by investing activities	144
Net increase in cash and cash equivalents	2,626,018
Cash and cash equivalents at beginning of year	22,074,800
Cash and cash equivalents at end of year	<u>\$ 24,700,818</u>
Reconciliation of operating income to net cash	
provided by operating activities:	
Operating income	\$ 5,828,794
Adjustments to reconcile operating income to net	
cash provided by operating activities:	
Depreciation expense	446,150
Change in deferred outflows related to pension	(85,952)
Change in deferred inflows related to pension	(704,467)
Changes in assets, deferred outflows of resources, liabilities	
and deferred inflows of resources:	
Accounts receivable	- 391,052
Due from other governments	(52,989)
Inventory	4,773
Accounts payable	89,059
Accounts payable Accrued expenses	(440,586)
Due to other governments	19,245
Uncamed revenue	738
Other post-employment benefits payable	146,166
Net pension liability	7,220
Net cash provided by operating activities	\$ 5,649,203
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See accompanying notes to the basic financial statements

EXHIBIT H

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COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Fiduciary Net Position Fiduciary Funds June 30, 2016

ASSETS	Agency Funds	
	F 460 366	
Cash and cash equivalents	\$ 468,356	
Accounts receivable	5,000	
Total Assets	<u>\$ 473,356</u>	
LIABILITIES		
Due to specific individuals	\$ 473,356	
Total Liabilities	\$ 473,356	

See accompanying notes to the basic financial statements

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

Number See Exhibit B June 30, 2018 \$160,331.8 1.9 Contracting Officer for State Agency 1.10 State Agency Telephone Number 603-271-6698 1.11 Contractor Signature 1.12 Name and Title of Contractor Signatory Lori Langlois, Executive Director 1.13 Acknowledgement: State of New Hampshy County of Cor \$ On August 14, 2017 before the undersigned officer, personally appeared the person identified in block 1.12,			
I.3 Contractor Name 1.4 Contractor Address North Country Education Services 1.4 Contractor Address 300 Gorham Hill Road Gorham, NH 03581 1.5 Contractor Phone 1.6 Account Number Number 1.7 Completion Date 603-752-1927 See Exhibit B 1.9 Contracting Officer for State Agency 1.10 State Agency Telephone Number Art Ellison 1.12 Name and Title of Contractor Signature Jun Junglois, Executive Director 1.12 Name and Title of Contractor Signatory Lon Langlois, Executive Director 1.13 Acknowledgement: State of New Hampshy County of Corv S On August 14, 2017 before the undersigned officer, personally appeared the person identified in block 1.12,	39		
North Country Education Services 300 Gorham Hill Road 1.5 Contractor Phone 1.6 Account Number Number 1.7 Completion Date 603-752-1927 See Exhibit B 1.9 Contracting Officer for State Agency 1.10 State Agency Telephone Number Art Ellison 1.12 Name and Title of Contractor Signature June June June June June June June June	39		
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On August 16, 2017 before the undersigned officer, personally appeared the person identified in block 1.12,			
	or satisfactorily		
proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document i	n the capacity		
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace			
Stary a Lemelin - Tube, Notary Public Iseall			
1.13.2 Name and Title of Notary or Justice of the Peace DETTY A. LEMELIN-DUBE, Notary Public			
Betty A Lemelin - Dube . Wy Commission Basies October 21, 2020			
1.14 State Agency Signature 1.15 Name and Title of State Agency Signature	огу		
Date: 8.30.17 FRANK EdelBist, Commissioner	2 of Education		
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By: Director, On:	÷		
By: Director, On: 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO

BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of finds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

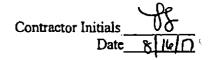
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12 ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials Date

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA^b chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

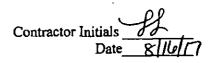
in favor of any party.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Page 4 of 4

EXHIBIT A

The Services

Services will be provided at their facility in Berlin at 166 Main Street as well as at two outreach sites: Weeks Memorial Library in Lancaster and at the Colebrook Public Library. The program serves students from multiple communities in Coos County.

Coos County Adult Learner Services, through North Country Education Services, will provide the following services:

Project Descriptions

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education. English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into the literacy levels and those who need to transition from Advanced ESL into
- Adult Basic Education or Adult Secondary Education educational functioning levels.
 The Contractor is responsible for serving the needs of individuals with disabilities including.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Page 1 of 7 Contractor Initials: Date: 8/16/17

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most ngorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

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- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be venified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ALS program:

	FY18
	70
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Page 3 of 7 Contractor Initiats:

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY18
Administrative	\$65,399.74
Administrative Benefits	50,395.91
Math Service Contract Service Provider	3,052.80
Contract Internet Service Provider	325.00
Rent	10,200.00
Insurance	160.00
Phone	1,680.00
Postage	300.00
Advertising	400.00
Printing	1,150.00
Travel	6,587.00
Energy Utilities	700.00
Books & Information	5,000.00
Digital Subscriptions	500.00
Office Supplies	2,500.00
Professional Organization Dues	105.00
Indirect Cost	11,876.44
Toteis	\$160,331.8 9

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$160,331.89.
- 2. The total of the approved budget shall not exceed \$160,331.89 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

Page 4 of 7 _____ Contractor Initials: _____ Date: ______

- 6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price: This agreement will not exceed: \$160,331.89

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Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>ri zvio</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 48,099.57
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$112,232.32</u>
	\$160,331,89

Page 5 of 7 Contractor Initials: Date: <u>8/16</u>/17

EV 2048

Page 6 of 7 ______ Contractor Initials: ______ Date: ________

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EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
 Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549.
 "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

2. Annual review and update of Services, Budget and any corrective action plan.

3. Available funding.

4. Agreement of the parties.

5. Approval of the Governor and Council

Page 7 of 7 Contractor Initials Date:

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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 24th day of April A.D. 2017.

William M. Gardner Secretary of State

Certificate of Authority

I, Kathleen Kelley, Clerk/Secretary of North Country Education Services do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is true and complete copy of the resolution adopted by the board of directors of the corporation at a meeting of that board on June 18, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;

That: North Country Education Services will enter into a contract with the Department of Education to provide adult learner services. This resolution shall remain in effect until specifically revoked.

That: North Country Education Service's Board of Directors has named Lori Langlois as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a Board of Director's meeting on June 14, 2016.
- (5) The foregoing resolution(s) and by-law are in full force and effect unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Paul Bousquet, President

Cheryl Baker, Vice President

Annemarie Platt, Treasurer/Secretary

Kathleen Kelley, Co-Treasurer/Co-Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 16th day of August, 2017.

Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On August 16, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

BETTY A. LEMELIN-DUBE, Notary Public My Commission Expires October 21, 2020

<u>Hemelin</u> - Dube



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may oxtend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unifair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and conters no rights upon the certificate holder. This certificate does not amend, extend, or after the coverage afforded by the coverage categories listed below.

Participaling Member:	Member Number.	r: Company Attording Coverage;				
North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	953		NH Public Risk Management Exchange - Pri Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			change - Primex ^a
Contraction of Contract All States	Effective Date &			彩	Letter statute grande	filitzéning entret
X General Liability (Occurrence Form)	7/1/2017	7/1/201			n Occurrence	\$ 5,000,000
Professional Liability (describe)		.,			eral Aggregate	\$ 5,000,000
Claims Occurrence				Fire fire)	Damage (Any one	
				Med	Exp (Any one person)	1
Automobile Liability Deductible Comp and Coll: Any auto				(Eac)	ibined Single Limit Accident) regate	
X Workers' Compensation & Employers' Liabili	y 7/1/2017	7/1/201	18	X	Slatutory	
				Eac	h Accident	\$2,000,000
				Dise	858 — Each Employee	\$2,000,000
				Dise	830 — Policy Umit	
Property (Special Risk Includes Fire and Theft)					et Umit, Replacement (unless otherwise stated)	
· · · · · · · · · · · · · · · · · · ·						

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex' - NH Public Risk Management Exchange
·			By: 7anny Down
NH Dept of Education			Date: 6/16/2017_tdcnver@nhprimex.org
Adult Basic Education 101 Pleasant St Concord, NH 03301	• •		Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



FY 2017 - 2018

Jody Camille Member at Large, Personnel WMCC-Berlin 2020 Riverside Drive Berlin, NH 03570-3717 752-1113 jcamille@ccsnh.edu

Corinne Cascadden Finance & Policy Member Superintendent SAU 3 183 Hillside Avenue Berlin, NH 03570-1817 752-6500 PH/ 752-2528 FX ccascadden@sau3.org

Pierre Couture Finance Member Superintendent SAU 35 260 Cottage Street Ste C Littleton, NH 03561-4143 444-3925 PH / 444-6299 FX p.couture@sau35.org

Susan Hodgdon Superintendent SAU 77 PO Box 130 Monroe, NH 03771-0130 638-2800 PH/ 638-2031 FX shodgdon@monroeschool77.com

Bernard Keenan Member at Large Personnel Member

Kathleen Kelley Member at Large Finance Committee NCES Co-Treasurer/Secretary Randolph Hill Road Randolph, NH 03593 466-5324 kukelley@me.com

Michael Kelley Superintendent SAU 58 15 Preble Street Groveton, NH 03582-4135 636-1437 PH / 636-6102 FX m_kelley@sau58.org Laurie Melanson Superintendent SAU 23 2975 Dartmouth College Hwy North Haverhill, NH 03774-4535 787-2113 PH ext 18 / 787-2118 FX Imelanson@sau23.org

Judith McGann Policy Member Superintendent SAU 68 PO Box 97 Lincotn, NH 03251-0097 745-2051 PH / 745-2352 FX imcgann@lin-wood.org

Robert Mills Member at Large, Finance Committee

Dr. Steven Nilhas Superintendent SAU 84 102 School St. Littleton, NH 03561 444-5215 PH/444-3015 FX snilhas@littletonschools.org

Annemarie Platt Member al Large Personnel Member NCES Treasurer/Secretary 9 Gill Street Gorham, NH 03581-4910 752-7493

Pamela Stimpson Superintendent Designee SAU 9 Director of Special Services SAU 9 176A Main Street, Conway, NH 03818 447-8368, Fax: (603) 447-8497 p_stimpson@sau9.org

Alternate director:

Cynthia Martindill Member at Large CMartindill@vtc.vsc.edu 802.728.1586

Directors Serve Without Compensation.

Updated 06-20-17

Dr. Marion Anastasia Personnel Member Superintendent SAU 36 14 King Square Whitefield, NH 03598-3302 837-8363 PH / 837-2326 FX manastasia@sau38.org

Dr. Cheryl Baker

Board VP, Policy Member Plymouth State University, Coordinator, Assessment for Educator Preparation-MSC 55 Plymouth State University Plymouth, NH 03264 535-2737 PH/ 535-2572 FX cbaker@plymouth.edu

Bruce Beasley

Personnel Member Superintendent SAU 7 21 Academy Street Colebrook NH 03576 237-5571 ext 15 bbeasley@sau7.org

Randy Bell Member at Large, Policy

Robert Boschen

Member at Large Executive Director Tri-County CAP 30 Exchange St Berlin, NH 03570 603-752-7001 rboschen@tccap.org

Paul Bousquet Board President, Finance Member Superintendent SAU 20 123 Main Street Gorham, NH 03581-1659 466-3632 PH ext 5 / 466-3870 FX paul.bousquet@sau20.org

Salary Information for Key Personnel

Coos County Adult Learner Services (North Country Education Services) Project: ALS

	Administrative					
	Enter Administrative Title		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Coordinator	Peggy Blais	35	38	\$27.82	\$37,000.60
2	Assistant Coordinator	Gayle Theberge	35	38	\$20.31	\$27,012.30
		· 			Administrative TOTAL	\$ 64,012.90

N

Peggy Blais

Objective	To coordinate the d	elivery of adult education services i	n Coos County NH
Experience	2009-present Coordinator	Adult Learner Services/NCES	Coos County, NH
	 Responsible for all 	I aspects of the operations of the prog	, man
	 Maintain records, 		
	 Manage program 	•	
	 Collaborate with 	-	
	 Supervise progra 	m staff	
	 Pursue professio 	nal growth	
	1997-2009	Adult Learner Services/NCES	Coos County, NH
	Assistant Coordinator		
	 Assist Coordinator 	r in the operation of the program	
	 Provide instruction 	n to students at learning centers	
	 Recruit/train volum 	teer tutors	•
	1997-2003	Child Care Services/NCES	Coos County, NH
	Parent Counselor/Pro	aram Assistant	
		ement database for Child Care	
	 Schedule Training 	•	
	-	ng training curriculum	
	•	on selecting appropriate child care	
		on selecting appropriate child care	
	1992-1998	NCES	Coos County, NH
	Volunteer Tutor, Adul	t Ed Aide, Mentorship Supervisor,	
	AmeriCorps Membe	a	
	 Tutor adult learner 	'S	
	Coordinate worksi	tes for students	
	 Pre-test students t 	o assess level of competency and	
	readiness to take	official tests	
Education	1993-present	Granite State College	Gorham, NH
	Various certificate request.	s and Professional Development hou	rs available upon
References	References are ava	ilable on request.	

Exhibit A NORTH COUNTRY EDUCATION SERVICES AGENCY Statements of Financial Position June 30, 2016 and 2015

June 30, 2016 and 2015	•	
All members are expressed in USA Dollars		
	2016	2016
	2016	2015
ASSETS		``
•		
CURRENT ASSETS	43.054	
Cash	43,854	181
Investments	456,683	349,887
Accounts receivable	61,371	117,731
Grants receivable	42,353	50,189
Prepaid expenses		5,548
DECTDICTED CACU	<u> </u>	523,536
RESTRICTED CASH	22,008	22,608
PROPERTY AND EQUIPMENT		
Land	35,000	35,000
Buildings	609,967	609,967
Equipment	82,609	138,478
Less: accumulated depreciation	(515,682)	(523,867)
· .	211,894	259,578
	838,763	805,722
LIABILITIES AND NET ASSETS		
LIADILITIES AND NET ASSETS		
LIABILITIES		
Current:		:
Line of credit	-	31,500
Current maturities of long-term debt:		
Mortgage Note Payable	18,197	17,139
Accounts payable	1,979	66,698
Deferred revenues	1,500	1,376
	21,676	116,713
Long-term, less current maturities		
Mortgage Note Payable	63,488	81,685
Contingency for unfunded pension obligations:		
Agency share of NHRS net pension liabilities,		
deferred inflows and outflows of resources -		
per the requirements of GASB 68 (see note)	1,278,298	1,319,218
	1,341,786	1,400,903
	1,363,462	1,517,616
NET ASSETS		
Unrestricted:	120	
Net investment in property & equipment	130,209	160,754
Available to operations	421,710	377,703
Deficit related to unfunded pension obligations	(1,278,298)	(1,319,218)
	(726,379)	(780,761)
Temporarily restricted:	33 (00	22 608
For loan guarantees	22,608	22,608
- For program purposes	179,072	46,259
	201,680	68,867
	<u>(524,699)</u> 838,763	(711,894)
	838,703	805,722

The accompanying notes are and integral part of these financial statements.

and a state of the second s NORTH COUNTRY EDUCATION SERVICES AGENCY Statements of Activities For the Fiscal Years Ending June 30, 2016 and 2015

Cold States

All amounts	are expressed	in UNA	Unitors
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•		2016			2015	
		Temporarily		· ·	Temporarily	
	Unrestricted			Unrestricted	Restricted	Total
OPERATING SUPPORT, REVENUES					*	
AND RECLASSIFICATIONS			-			
Federal grants		111,571	111,571		231,981	231,981
State grants	•	160,596	160,596		193,441	193,441
Local government agencies		129,131	129,131		101,161	101,161
Other non-profit agencies		266,534	266,534		81,795	81,795
Program service revenue	1,370,171		1,370,171	1,284,265		1,284,265
Net assets released from restriction:						
Satisfaction of program restrictions	533,175	(533,175)	•	629,248	(629,248)	-
	1,903,346	134,657-	2,038,003	1,913,513	(20,870)	1,892,643
OPERATING EXPENSES						
Program Services:						
NCES Programs	867,093		867,093	828,215		828,215
Adult Learner Services	137,228		137,228	136,950		136,950
Distance Learning	135,392		135,392	141,809		141,809
STEM	129,131		129,131	101,161		101,161
SAHE	66,330		66,330			•
NH Center for Learning	59,700		59,700	13,055		13,055
NISL	56,623		56,623	17,023		17,023
Next Steps NH	51,815		51,815	64,725		64,725
ABE College Transitions	5,061		5,061	6,880		6,880
Tillotson - No. of the 44th	3,128		3,128	1,787	•	1,787
Community Engagement	2,125		2,125			-
NASA/UCAR	•		-	90,000		90,000
Migrant			-	50,000		50,000 .
Tillotson - Operations			. •	50,000	,	50,000
Indistar			-	31,765		31,765
Migrant 2			-	30,000	•	30,000
SLDS			-	15,860		15,860
Film Festival			-	1,990		1,990
Tillotson - Sponsorship			-	1,000		1,000
	1,513,626		1,513,626	1,582,220		1,582,220

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NORTHC		hibit B CATION SERVI				
·	Statemen	is of Activities	· · · · ·			
For the	Fiscal Years En	ding June 30, 201	6 and 2015			
All amounts are expressed in USA Dollars						
, ,		2016			2015	
		Temporarily		-	Temporarily	
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Support services:						
Management and general	344,200		344,200	339,412	•	339,412
	1,857,826	-	1,857,826	1,921,632	-	1,921,632
NET OPERATING INCOME(LOSS)	45,520	134,657	180,177	(8,119)	(20,870)	(28,98
NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Investment income	7,018		7,018	36,576		36,57
	7,018		7,018	36,576		36,57
CHANGE IN NET ASSETS	52,538	134,657	187,195	28,457	(20,870)	7,58
NET ASSETS (DEFICIT) - BEGINNING, as restated	(778,917)	67,023	(711,894)	(807,374)	87.893	(719,48
NET ASSETS - ENDING	(726,379)	201,680	(524,699)	(778,917)	67,023	(711,894

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The occompanying notes are and integral part of these financial statements.

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NORTH COUNTRY EDUCATION SERVICES AGENCY Statements of Functional Expenses For the Fiscal Years Ending June 30, 2016 and 2015							
All commonts are expressed in USA Isoftees	FOR THE FISCULTY		, 2010 210 20	<u>. </u>			
		2016			2015		
•	Regular	Management		Regular	Management		
	Educational	and		Educational	and		
,	Programs	General		Programs	General	Total	
EXPENSES		· · · ·					
Salaries and other compensation	688,572	222,048	910,620	698,339	215,639	913,978	
Pension expense	60,959	18,193	79,152	63,626	16,743	80,369	
Other Employee benefits	115,324	45,412	160,736	147,216	49,380	196,596	
Payroll taxes	56,629	17,741	74,370	58,868	18,027	76,895	
Staff development	1,800	·	1,800	3,455		3,455	
Contracted services	280,940	7,000	287,940	280,623	6,200	286,823	
Occupancy	34,733	8,056	42,789	37.442	8,9 60	46,402	
Administrative expenses	20,733	7,396	28,129	24,612	6,752	31,364	
Travel	30,586	5,066	35,652	36,126	6,584	42,710	
Materials & supplies	183,049		183,049	198,530		198,530	
Depreciation	35,763	11,921	47,684	28,533	9,511	38,044	
Interest	4,538	1,367	5,905	4,850	1,616	6,466	
	1,513,626	344,200	1,857,826	1,582,220	339,412	1,921,632	

Exhibit C

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The accompanying notes are and integral part of these financial statements.

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Exhibit D NORTH COUNTRY EDUCATION SERVICES AGENCY

Statements of Cash Flows

All amounts are expressed in USA Dulliars		
	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net operating income(loss)	180,177	(28,989)
Adjustments to reconcile to net cash		
provided by (used in) operating activities:		
Depreciation Expense	47,684	38,044
Difference between pension expense for GASB 68		
and NHRS plan contributions	(40,920)	(31,570)
Change in assets and liabilities:		• • •
(Increase) decrease in assets:	1	
Accounts receivable	56,360	(31,236)
Grants receivable	7,836	10,428
Prepaid expenses	5,548	(5,548)
Increase (decrease) in liabilities:		
Accounts payable	(64,719)	59,682
Agency deposits	-	(164,205)
Deferred revenues	124	(1,537)
۱	192,090	(154,931)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets		(1,476)
Earnings on investments	7,018	36,576
Purchase of Investments	(106,796)	63,489
	(99,778)	98,589
CASH FLOWS FROM FINANCING ACTIVITIES		_
Increase(decrease) in line of credit	(31,500)	31,500
Principal payments - mortgage notes	(17,139)	(16,141)
	(48,639)	15,359
NET INCREASE (DECREASE) IN CASH	43,673	(40,983)
CASH - BEGINNING	22,789	63,772
CASH - ENDING	66,462	22,789
SUPPLEMENTAL DISCLOSURES		
OF CASH FLOW INFORMATION		
Cash payments for interest	5,905	7,605

The accompanying notes are and integral part of these financial statements.

DEC05'18 AH10:50 DAS





Christine M. Brennan Deputy Commissioner

Frank Edelblut Commissioner

> STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, NH 03301 TEL. (603) 271-3495 FAX (603) 271-1953

December 3, 2018

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education, Bureau of Adult Education to enter into a contract amendment with Nashua Adult Learning Center (Vendor Code 167121) to increase the not to exceed amount by \$2,275 from \$1,584,046.93 to \$1,586,321.93, to provide additional Adult Basic Education classes as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2019. Approved by Governor & Council on August 23, 2017 (Item #88) and amended on June 6, 2018 (Item #137). 100% General Funds.

Funds are available in the account titled Adult Education in FY19.

•	FY19	Amendment	Adjusted FY19
06-56-56-565010-2535-072-500575 Grants – Federal 06-56-56-565010-2535-601-500931 State Fund Match	\$226,852.94 \$529,323.54		\$226,852.94 \$529.323.54
06-56-56-565010-2535-602-500932 State Fund Non Match		\$ 2,275.00	\$ 2,275.00
	\$756,176.48	\$ 2,275.00	\$758,451.48

EXPLANATION

This is a contract amendment to increase the services provided by the Nashua Adult Learning Center to provide Adult Basic Education classes at a satellite location in Manchester due to the increase number of students needing services and the lack of another Adult Education Provider available in Manchester. His Excellency, Governor Christopher T. Sununu and the Honorable Council December 3, 2018 Page 2 of 2

The Bureau of Adult Education ran a competitive bidding process for Adult Education and Literacy Activities in the Spring of 2017. There were no proposals submitted for Adult Basic Education programs in Manchester. Nashua Adult Learning Center has been operating a successful Adult Basic Education program in Nashua and at a satellite location in Milford. This year, there were not enough students to operate a program in Milford. Nashua Adult Learning Center will use previously approved funding in addition to this request to provide classes in Manchester.

The Adult Basic Education program, authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into post-secondary education, training and/or employment.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds.

Respectfully submitted by.

Frank Edelblut Commissioner of Education

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Nashua Adult Learning Center, Nashua, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and amended on June 6, 2018 (Item #137) hereby agree to modify same as follows:

1. Amend Section 1.8 by removing \$1,584,046.93 and replacing with a cumulative price limitation of \$ 1,586,321.93.

2. Replace Exhibit A-1 with Exhibit A-2 (Scope of Services)

3. Replace Exhibit B-1 with Exhibit B-2 (Budget).

4. All other provisions of this agreement shall remain in full force and effect.

5. This amendment shall be effective upon Governor & Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency)

Commissioner's Office Division of _ Bv: Commissioner of Education Date Nashua Adult Learning Center

STATE (

_day of _

On this the 20

Signature, Title Date 11-20

Name of Corporation (Contractor)

County

elle undersigned fore me.7

officer, personally appeared _____ known to me (or satisfactory proven) to be aw n the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Notary Public/Justice of the Peace

MARIE-ELAINE HENDRA Justice of the Peace - New Hampshire. My Commission Expires July 2, 2019 Commission Expires

day of DECEMPS

Approved as to form, substance and execution by the Attorney General this

Approved by the Governor and Council this day of

By:

Division of Attorney General Office 20

EXHIBIT A-2

The Services

Services at Nashua Adult Learning Center will be provided at their location in Nashua at 4 Lake Street as well as Milford High School, Clearway High School, on the campus of Nashua Community College and will be offering services at the new community center being built by the city of Nashua. Students receiving services will be from the city of Nashua and its surrounding areas including Hudson, Litchfield, Merrimack, Hollis, Milford, Wilton and Brookline. Additionally, Nashua Adult Learning Center will offer Adult Basic Education classes at a satellite location in Manchester.

Nashua Adult Learning Center in Nashua will provide the following services:

Project Descriptions

:

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft
- skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need
 of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment
 including displaced homemakers, low-income individuals, ex-offenders, and others.

Page 1 of 10

Service Delivery Format and Schedules

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- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.

Exhibit A-2

Page 2 of 10

 The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ABE program:

 FY19	
273	

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Page 3 of 10

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need
 of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

• The Contractor must incorporate digital literacy instruction for all students at all levels.

Page 4 of 10

Contractor Initials: Date: 11-20-1 8

- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting .

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ESL program:

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Contractor Initials:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment
 including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Exhibit A-2

Page 6 of 10

Contractor Initials: Date: 11-20-1 X

Intensity, Quality and Best Practices

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- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 – 2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

Page 7 of 10

Anticipated number of students served in the ALS program:

FY19	
150	

Project 4: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need
 of Integrated English Literacy and Civics Education including individuals with degrees, credentials
 or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Exhibit A-2

Page 8 of 10

Contractor Initials: \underline{CB} Date: $\underline{II} = 20 - 18$

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - o Rights and responsibilities of citizenship
 - o Integrated Education and Training activity as defined in WIOA Section 203(11)
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Page 9 of 10

Contractor Initials: Date: 11-2 d-1 8

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth guarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18 or aid students without a social security number during the program to apply for a social security number. Students who refuse to provide a social security number will be indicated in the data system.

Anticipated number of students served:

FY19	
180	

Contractor Initials: <u>CB</u> Date: <u>II-</u>20-15

EXHIBIT B-2

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY19
Administrative	\$ 57,510.74
Counseling Staff	22,828.00
Teaching Staff	154,751.76
Administrative Benefits	19,882.40
Counseling Benefits	6,125.00
Teacher Benefits	22,453.44
Repairs & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Travel	1,980.00
Energy Utilities	23,400.00
Rent	2,275.00
Books & Information	21,600.00
Indirect Cost	33,611.13
· Totals	\$ 371,997.47

ESTIMATED PROJECT 2 (ESL)	FY19
Administrative	\$ 38,036.28
Teaching Staff	129,373.74
Administrative Benefits	1,105.50
Teacher Benefits	14,877.98
Repair & Maintenance	1,020.00
เกรมายาต่อ	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Energy Utilities	22,200.00
Books & Information	18,000.00
Indirect Cost	22,917.35
Totals	\$252,090.85

Contractor Initials: <u>CB</u> Date: <u>II-20</u>-18

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ESTIMATED PROJECT 3 (ALS)	FY19
Administrative	\$36,000.00
Administrative Benefits	4,619.55
Telephone	500.00
Postage	500.00
Travel	500.00
Energy Utilities	5,000.00
Books & Information	2,100.00
Totals	\$49,219.55

ESTIMATED PROJECT 4 (IELCE)	FY19
Counseling Staff	\$22,828.00
Teaching Staff	37,399.20
Counseling Benefits	6,125.22
Teacher Benefits	4,300.86
Energy Utilities	4,500.00
Books & Information	2,250.00
Indirect Cost	7,740.33
Totals	\$85,143.81

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$ 758,451.48.
- 2. The total of all approved budgets within this contract period shall not exceed \$ 758,451.48 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual State funds for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement.

Page 2 of 3

- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable State and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of state funds and/or costs expended on individuals who were erroneously determined to be eligible for services.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of State funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed \$758,451.48.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

,	FY 2019
06-56-56-565010-2535-072-500575 Grants - Federal	\$226,852.94
06-56-56-565010-2535-601-500931 State Fund Match	\$529,323.54
06-56-56-565010-2535-602-500932 State Fund Non Match	<u>\$ 2.275.00</u>
	\$758,451.48

Contractor Initials:

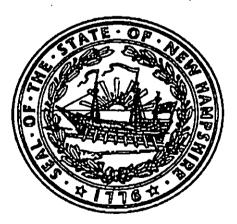
State of New Hampshire Department of State

CERTIFICATE

 William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA ADULT LEARNING CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16,
 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61851 Certificate Number: 0004085516

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IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2018.

William M. Gardner Secretary of State



Learn. Grow. Thrive.

CERTIFICATE OF AUTHORITY

I, Chad Theroux, Secretary of The Nashua Adult Learning Center, Inc. do hereby certify that:

- 1. I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 3. The following is a true and complete copy of the resolution adopted by the Board of Directors of the corporation at a meeting held on August 21, 2018 which resolution was passed in accordance with the laws of the state of incorporation and the by-laws of the corporation;

As per the resolution of the Board of Directors, we approve that the Adult Learning Center may enter into contracts with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions, or renewals thereof. This shall remain in force until specifically revoked.

The following is a true and complete copy of the resolution adopted at a meeting of the Board of Directors authorizing the Executive Director to execute all applicable documents in association with contracts with the New Hampshire Department of Education. See attached.

- 4. The foregoing resolution and by-laws are in full force and effect, unamended, as of the date hereof; and
- 5. The following persons lawfully occupy the offices indicated below:

Mary DeRoche Carol Kreick Chad Theroux Kathleen Allen President Vice President Secretary Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this $\frac{20}{\sqrt{0}}$ day of $\frac{100}{\sqrt{0}}$, 2018.

(Corporate Seal, if any)

Secretary - Chad Theroug

(If the Corporation has no seal, the Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

MARIE-BLANE HENDRA-

00, 20, 2018, before me the undersigned officer personally appeared the page and th Ôn foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that <u>y_he__</u> executed the foregoing certificate.

In witness whereof, I hereunto set my hand and official seal.

Nour 7. Justice of the Peace/Notary Public

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED TYPESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
ORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an andorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
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CE			·	CAN	CELLATION		·		
Department of Education 21 South Fruit Street, Suite #20 Concord NH 03301			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
			ALTHORIZED REPRESENTATIVE						

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Frank Edelblut Commissioner MAY 24'18 PM12:42 DAS

Christine Brennan Deputy Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL (603) 271-3495 FAX (603) 271-1953

May 16, 2018

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to exercise a renewal option with the vendors listed below, by increasing the price limitation by \$ 2,193,972.98 from \$3,015,241.76 to \$5,209,214.74, to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective July 1, 2018 through June 30, 2019, upon Governor and Council approval. These contracts were originally approved on August 23, 2017 (Item # 88) and September 13, 2017 (Item # 72). 30% Federal Funds, 70% General Funds.

	<u>Vendor Code</u>	<u>FY2019</u>
Hillsborough County Dept of Corrections	177406	\$ 32,593.24
North Country Education Services (Coos Cty ALS)	154707	\$ 161,651.24
Ascentria Community Services, Inc.	222201	\$ 142,447.09
Fuller Public Library	177407	\$ 79,200.00
International Institute of New England	177551	\$ 158,695.66
Nashua Adult Learning Center	167121	\$ 756,176.48 ·
Second Start	177224	\$ 421,405.56
Southern New Hampshire Services-Portsmouth	. 177198	\$ 203,261.48
Southern New Hampshire Services-English for New	177198	\$ 238,542.23
Americans		

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 658,191.89
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 1,535,781.09</u>
		\$ 2,193,972.98

EXPLANATION

A review was completed for year one. Based on satisfactory performance of the above adult education and literacy programs, the department is requesting that we exercise the renewal option for year two. Approval of this request will allow the nine (9) contractors to provide one or more His Excellency, Governor Christopher T. Sununu and the Honorable Council May 16, 2018 Page 2

of the following adult education and literacy programs: Adult Basic Education, English as a Second Language, Adult Learner Services, Integrated Education and Training and Integrated English Literacy and Civics Education.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers and citizens and to transition to postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support these programs.

Respectfully submitted,

Frank Edelblut Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/

TDD Access: Relay NH 711 EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Hillsborough County Department of Corrections, Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and September 13, 2017, (Item #72) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.

- 2. Amend Section 1.8 by removing \$31,966.07 and replacing with \$ 52,598124 (cumulature total \$ 64,559.31)
- 3. Remove Exhibit A (Scope of Service) and replace with Exhibit Ael (Scope of Service).
- 4. Remove Exhibit B (Budget) and replace with Exhibit B (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit 🛃 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency)

5/14/18

Date

Division of <u>Commissioner's Office</u> By: Commissioner of Education Date

Signature, Title

<u>19 May 2019</u> Complession Expires

20

Hillsborough County Department of Corrections Name of Corporation (Contractor) By

New Hampshire

County of _____ Hillsborough

STATE OF

On this the <u>25</u>¹² day of <u>Apau</u>, 2018 before me, <u>Surrey Vicanese Comments</u>, the undersigned officer, personally appeared <u>M2 Joint Double</u> <u>Suprementations</u> known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 23×10^{10} day of M 2019 Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____

By:

EXHIBIT A-1

The Services

Services will be provided at the Hillsborough County House of Corrections. Students receiving services are incarcerated at the Hillsborough County House of Corrections.

Hillsborough County Department of Corrections will provide the following services:

Project Description

Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of Individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

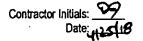
Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan



- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served:

6113
20

Contractor Initials: Date:

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (A	BE) FY19
Teaching Staff	\$ 29,812.58
Teacher Benefits	2,280.66
Supplies	500.00
Totais	\$ 32,593.24

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$32,593.24.
- 2. The total of the approved budget shall not exceed \$32,593.24 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

Page 3 of 5

Contractor Initials:

Date

- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$32,593.24

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

EV 2010

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	1 2010
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 9,777.97
06-56-56-565010-2535-601-500931 State Fund Match	\$22,815,27
	\$32,593.24

EXHIBIT C-1

Special Provisions

1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

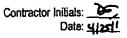
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.

а.

- 4. Agreement of the parties.
- 5. Approval of the Governor and Council
- 3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.



Certificate of Authority

NON GOLS Clerk/Secretary of Hillsborough County do hereby certify that:

- I maintain and have custody of and am familiar with the seal and minute books of the corporation; (1)
- I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such (2) certificate:
- The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of (3) directors of the corporation at a meeting of that board on April 25, 2018, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: The Hillsborough County Department of Corrections will enter into a contract with the NH Department of Education to provide employment and training services to out of school youth. This resolution shall remain in effect until specifically revoked.

That: The Hillsborough County Board of Directors has named David Dionne as having authority to sign the contract with the New Hampshire Department of Education.

- The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting (4) on April 25 , 2018
- The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and (5)
- The following person(s) lawfully occupy the office(s) indicated below: (6)

Toni Pappas Chairman Robert H. Rowe Vice Chairman Paul G. Bergeron Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this _____day of ______ April 20 18 25th

(Corporate Seal if any)

Clerk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that <u>Party Burganen</u> executed the foregoing certificate.



Notary Public/Justice of the Peace

Primex"

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Me	mber Number:		Compa	iny Affording Coverage:	
Hillsborough County 60 329 Mast Road - Sulte 114 Goffstown, NH 03045	8		Bow I 46 Do	ublic Risk Management E Brook Place onovan Street ord, NH 03301-2624	cchange - Primex ³
Type of Coverage	Effective Date (mm/dd/yyyy):	Explication (mm/dd/y		Limits - NH Statutory Limit	May Apply, If Not
X General Liability (Occurrence Form)	7/1/2018	7/1/201		Each Occurrence	\$ 5,000,000
Professional Liability (describe)	1 11/2010	11 112.0	10	General Aggregate	\$ 5,000,000
Claims Occurrence				Fire Damage (Any one fire)	
· · ·				Med Exp (Any one person)	•
Automobile Llability Deductible Comp and Coll: Any auto				Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	1/1/2018	1/1/201	19	X Statutory	
				Each Accident	\$2,000,000
				Disease — Each Employee	\$2,000,000
			•	Disease - Policy Limit	·
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
	<u> </u>	<u>.</u>		· · · ·	·

Description: Proof of Primex Member coverage only for Adult Basic Education Program Grant.

			•
CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
· · · · · · · · · · · · · · · · · · ·			Ву: Танны Донна
NH Dept of Education Bureau of Adult Education 21 South Fruit St, Ste 20 Concord, NH 03301			Date: 4/23/2018 tdenver@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and North Country Education Services, Gorham, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and September 13, 2017, (Item #72) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.

2. Amend Section 1.8 by removing \$160,331.89 and adding \$ 161,651.24 for FY19 for a total price limitation of \$ 321,983.13

3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).

4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

	THE STATE OF NEW HAMPSHIRE Department of Education (Agency)
	Division of <u>Commissioner's Office</u> By: Dil GWT 5-21-18
	Commissioner of Education Date North Gunty Education Services Name of Corporation (Contractor)
	By: <u>JAY</u> <u>JM Alin</u> <u>4/19/18</u> Signature Title Date
STATE OF New Hampshire	
officer, personally appeared Lon Lang [Di the person whose name is subscribed to the within ins	before me, <u>Setty A Level M</u> Stiffie undersigned <u>S</u> known to me (or satisfactory proven) to be strument and acknowledged that he/she executed the same for
the purposes therein contained. In witness whereof, I hereto set my hand and official	seal. My Commission Expires October 21, 2020
Approved as to form, substance and execution by the	Commission Expires Attorney General this day of 20 B.
	Division of Attorney General Office
Approved by the Governor and Council this	day of, 20

By:

EXHIBIT A-1

The Services

Services will be provided at their facility in Berlin at 166 Main Street as well as at two outreach sites: Weeks Memorial Library in Lancaster and at the Colebrook Public Library. The program serves students from multiple communities in Coos County.

Coos County Adult Learner Services, through North Country Education Services, will provide the following services:

Project Descriptions

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group Instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

Contractor Initials Date:

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
 - The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- . The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 - 2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

<u>. So</u>

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.

Contractor Initials:

• The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in ALS program:

FY19
 60

1

Contractor Initials: Date: lis

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY19
Administrative Salary	\$ 66,447.98
Teacher Salary	3,300.00
Administrative Benefits	50,622.09
Contract Internet Service Provider	325.00
Rent	10,500.00
Insurance	160.00
Phone	1,680.00
Postage	300.00
Advertising	400.00
Printing	1,130.00
Travel	6,587.00
Energy Utilities	700.00
Books & Information	5,000,00
Office Supplies	2,500.00
Professional Organization Dues	25.00
Indirect Cost	11,974.17
Totals	\$161,651.24

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$161,651.24.
- 2. The total of the approved budget shall not exceed \$161,651.24 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.

Page 4 of 6

Contractor Initia

- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support involces, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$161,651.24

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>r 1 2015</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 48,495.37
06-56-56-565010-2535-601-500931 State Fund Match	\$ 113, <u>155.87</u>
	\$161 651 24

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EXHIBIT C-1

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council
- 3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

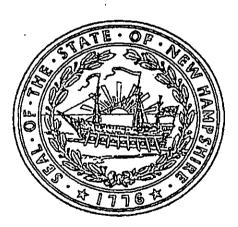
Contractor Initials

State of New Hampshire Department of State

CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448 Certificate Number : 0004084483



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April A.D. 2018.

[[189]

William M. Gardner Secretary of State

Certificate of Authority

I, Paul Bousquet, President of North Country Education Services Agency Inc do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is true and complete copy of the resolution adopted by the board of directors of the corporation at a meeting of that board on June 18, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;

That: North Country Education Services Agency will enter into a contract with the Department of Education to provide adult learner services. This resolution shall remain in effect until specifically revoked.

That: North Country Education Services Agency's Board of Directors has named Lori Langlois as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a Board of Director's meeting on June 14, 2016.
- (5) The foregoing resolution(s) and by-law are in full force and effect unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Paul Bousquet, President

Cheryl Baker, Vice President

Kathleen Kelley, Treasurer/Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation this 19th day of April, 2018.

President

(If the corporation has no seal, the President shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On April 19, 2018 before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the President of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Notary/Justice of the Peace

LISA MARIE NADEAU, Notary Public My Commission Expires August 14, 2018



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established (or the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or after the coverage afforded by the coverage categories listed below.

Participating Member: Me North Country Education Services 95 North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	53	NH Bov 46 [peny Affording Coverage: Public Risk Management Ex w Brook Place Donovan Street hcord, NH 03301-2624	schange - Primex ⁹
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits NH Statutory Limits	May Apply, if Not:
X General Liability (Occurrence Form) Professional Liability (describe) Claims Claims Made Occurrence	7/1/2018	7/1/2019	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
X Automobile Liablility Deductible Comp and Coll: \$1,000 Any auto	7/1/2018	7/1/2019	Combined Single Limit (Each Accident) Aggregate	\$5,000,000 \$5,000,000
X Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	X Statutory	
			Each Accident	\$2,000,000
			Disease — Each Employee	\$2,000,000
			Disease - Policy Limit	
X Property (Special Risk includes Fire and Theft)	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.	<u> </u>			- · ·

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³	– NH Public Risk Management Exchange
			By:	Tenny Down
New Hampshire Department	of Education		Date:	4/23/2018 tdenver@nhprimex.org
101 Pleasant Street Concord, NH 03301				Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Ascentria Community Services, Inc., Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.

2. Amend Section 1.8 by removing \$197,786.15 and replacing with \$ 142,447.09 (cumulative total \$ 340,233.24)

3. Remove Exhibit A (Scope of Service) and replace with Exhibit Add. Scope of Service).

4. Remove Exhibit B (Budget) and replace with Exhibit B (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit 2 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency) Division of Commissioner's Office By: ommissioner of Educatio na Communi Name of Corporation (Contractor) By: Signature, Title STATE OF New Hamoshie County of Menning the undersigned On this the Y'A day of MRY 2018 before me. fairich Johnstone known to me (or satisfactory proven) to be ' officer, personally appeared _____ the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereto set my hand and official seal. NOV. 18, 1010 Commission Expires Notary Public/Justice of the Peace 2017). Approved as to form, substance and execution by the Attorney General this _ Division of Attorney General Office day of 20 Approved by the Governor and Council this _ By:

EXHIBIT A-1

The Services

Services at Ascentria Community Services, Inc. will be provided at the Immaculate Heart of Mary on Loudon Road in Concord. Students receiving services will be from the City of Concord and its surrounding communities.

Ascentria Community Services, Inc. in Concord will provide the following services:

Project Descriptions

Project 1: English as a Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

 The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards

Contractor Initials:

published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

 The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in ESL program:

FY19	-
90	

Project 2: Integrated Education & Training

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

IET programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship", without a high school diploma or those who are unemployed from US Census's American Community Survey to target, recruitment, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education and literacy activities including integrated education and training.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IET program In accordance with WIOA regulations as defined in WIOA 203(11):
 - o Adult Education and Literacy Activities
 - o Workforce preparation activities
 - o Occupationally-specific workforce training activities
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career
- Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

Contractor Initials

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is responsible for the development and implementation of a curriculum that has a single set of learning objectives that identifies specific adult education content, workforce preparation activities and workforce training competencies.
- The occupationally-specific training component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.
- The Contractor is responsible for ensuring that the IET program is a part of a career pathway.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second guarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

 The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

Contractor Initiats

- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis..
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18. Students without a social security number will be aided during the program to apply for a social security number. Students who fail to provide a social security number will be indicated in the data system.

Anticipated number of students served:

FY19
25

Contractor Initials: Date:

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY19
Administrative	\$1,087.45
Teaching Staff	68,016.00
Administrative Benefits	304.48
Teacher Benefits	19,044.48
Professional Audit Services	400.00
Repairs & Maintenance	3,000.00
Rent	10,500.00
Insurance	900.00
Telephone	2,400.00
Postage	212.73 [.]
Travel	1,310.40
Books & information	1,800.00
Workbooks & Printed Materials	1,800.00
Office Supplies	420.00
Dues & Fees	120.00
Indirect Cost	11,131.55
Totals	\$122,447.09

ESTIMATED PROJECT 2 (IET)	FY19
Administrative	\$ 325.00
Teaching Staff	11,902.50
Administrative Benefits	91.00
Teacher Benefits	3,332.70
Professional Audit Services	50.00
Repairs & Maintenance	144.00
Rent	660.00
Insurance ,	84.00
Telephone	240.00
Postage	60.00
Travel	312.61
Books & Information	400.00_
Workbooks & Printed Media	400.00
Office Supplier	120.00
Dues & Fees	60.00
Indirect Cost	1,818.18
Totals	\$ 20,000.00

Contractor Initials: Date:

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$142,447.09
- 2. The total of the approved budget shall not exceed \$142,447.09 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Contractor Initials: _____ Date: ___

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$142,447.09

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

		<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal 06-56-56-565010-2535-601-500931 State Fund Match		\$ 42,734.13
06-56-56-565010-2535-601-500931 State Fund Match	·	<u>\$ 99,712.96</u>
and a second set. The second set and set of the second set of the second s		\$142,447,09

Contractor Initials: Date:

(

EXHIBIT C-1

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council
- 3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

Contractor Initials

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASCENTRIA COMMUNITY SERVICES, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on June 13, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 652197 Certificate Number : 0004090730



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2018.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I, Elena Garcias-Ketnouvong do hereby certify that: (Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Ascentria Community Services, Inc., (formerly known as Lutheran Community Services, Inc.).

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on September 29, 2016:

Resolved that the president and executive vice presidents are hereby authorized on behalf of this Corporation to execute any and all amendments, agreements, leases, contracts and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate by the CEO, board of directors or executive committee in accordance with the agency signing authority policy.

3. The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

President Angela Bovill **Executive Vice President** Tim Johnstone Executive Vice President Dana Ramish Executive Vice President James Coyle Nicholas Russo Treasurer Elena Garcias-Ketnouvong Clerk

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 3 day of May, 2018. (Date Contract Signed)

5.	Tim Johnstone	is the duly elected _	Executive Vice President
	(Name of Contract Signatory)	·	(Title of Contract Signatory)

of the Agency.

Hena Hai

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Worcester

The forgoing instrument was acknowledged before me this

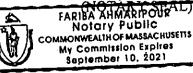
(Name of Elected Officer of the Agency)

Commission Expires: NH DHHS, Office of Business Operations

Bureau of Provider Relationship Management Certificate of Vote Without Seal

day of May, 2018

(Notary Public/Justice of the Peace):



July 1, 2005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

							<u> </u>	3/2018
CI BI	IS CERTIFICATE IS ISSUED AS A MERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INSU	VELY C JRANCI	R NEGATIVELY AMEND, E DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED BY TH	E POLICIES
	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to						subject to	
th	e terms and conditions of the policy,	certain	policies may require an e		• •			
	rtificate holder in lieu of such endors	emont(B)	CO14-	<u> </u>			
	DUCER			NAME: PHONE	CT Tina Ho	USBAD		
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133	Federal Street, 4th Ploor			ADDRE	ss; thousan	nghaysco	mpanies.com	
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	ton MA 021	10					surance Companies	.92535
INSU!	entria Care Alliance						idemnity Ins Co	18058
	East Worcester Street					ers insur	ance Company of	21458
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	cester MA 016	04		INSURE				
_			E NUMBER:17-18 Mas		<u>ar. </u>		REVISION NUMBER:	
Tł	IS IS TO CERTIFY THAT THE POLICIES	OF INSU	IRANCE LISTED BELOW HAV	E BEE		THE INSURE	D NAMED ABOVE FOR THE POLI	
CE	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY P (CLUSIONS AND CONDITIONS OF SUCH F	ERTAIN,	THE INSURANCE AFFORDE	ED BY T	THE POLICIES	DESCRIBED		
insr Ltr	TYPE OF INSURANCE		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYY)	LIMITS	
_	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$	1,000,000
λ	CLAMS-MADE X OCCUR						PREMISES (Ea occurrence) \$	100,000
					10/1/2017	10/1/2018	MED EXP (Any one person) \$	25,000
							PERSONAL & ADV INJURY \$	1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:		•				GENERAL AGGREGATE \$	3,000,000
		- {					PRODUCTS - COMP/OP AGG \$	3,000,000
	OTHER:		<u></u>					
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$	1,000,000
в	X ANY AUTO			`			BODILY INJURY (Per person) \$	
_	ALL OWNED SCHEDULED AUTOS AUTOS				10/1/2017	10/1/2018	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	
	X HIRED AUTOS X NON-OWNED AUTOS						(Per accident)	
			<u> </u>				\$	
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$	10,000,000
λ	EXCESS LIAB CLAIMS-MADE				10/1/2017	10/1/2018	AGGREGATE \$	10,000,000
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	AND EMPLOYERS' LIABILITY Y / N	ĺ					E.L. EACH ACCIDENT \$	1 000 000
с		N/A	1		10/1/2017	10/1/2018	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
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	DESCRIPTION OF OPERATIONS below	<u> </u>	+		├ <u></u>			
							•	
•								
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL			sie, mey b	e atlached if mor	re space is requi	red)	
0n ·	behalf of Ascentria Commun	ity S	ervices, Inc.					
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CE				CANO	ELLATION			
	NH Department of Educa Bureau of Adult Educa	ation tion		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			LED BEFORE LIVERED IN	
	21 South Fruit Street Suite 20			AUTHO		NTATIVE		
	Suite 20 Concord, NH 03301						\sim	
				James Hays/TROTHE				

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AMENDMENT TO **PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Fuller Public Library, Hillsboro, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and September 13, 2017; (item #72) hereby agree to modify same as follows:

24

2. Amend Section 1.8 by removing \$83,309.24 and replacing with \$ 79,200.00 (cumulative total \$ 162,509.24) 3. Remove Exhibit A (Score of Station

4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

	THE STATE OF NEW HAMPSHIRE Department of Education (Agency)
· .	Division of <u>Commissioner's Office</u> By: <u>Jule Ellet 5-21-18</u> Commissioner of Education Date
	Fuller Public (ibrary - Project LIET Name of Corporation (Contractor) By:
STATE OF <u>New Hompshire</u>	Signature, Title Date
	before me, Mancy Jones, the undernititud
officer, personally appeared <u>Same These</u> Control the person whose name is subscribed to the within in the purposes therein contained. In witness whereof, I hereto set my hand and official	strument and acknowledged that he/she executed the state of SEPT seal.
NotaryPublic/Justice of the Peace	- <u>9-17:19</u> Commission Expires
Approved as to form, substance and execution by the	Mangland
Approved by the Governor and Council this	day of, 20

Ву: _

EXHIBIT A-1

The Services

Services for Hillsborough Project LIFT will be provided at the Fuller Public Library at 29 School Street in Hillsborough as well as at public libraries throughout the service area. Students receiving services are from Deering, Henniker, Hillsboro, Stoddard, Windsor, Washington, Antrim, Bennington, Francestown and Peterborough.

Fuller Public Library, through Project LIFT, will provide the following services:

Project Descriptions

Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

 The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.

Page 1 of 6

- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Contractor Initials

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 - 2019		
Employment (second quarter after exit)	Baseline		
Employment (fourth quarter after exit)	Baseline		
Median Earnings	Baseline		
Credential Attainment Rate	Baseline		
Measurable Skills Gains	Baseline		

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.

Contractor Initials:

• The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in ALS program:

FY19	
50	· .

Contractor Initials: Date:

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY19
Administrative	\$37,500.00
Teaching Staff	13,920.00
Administrative Benefits	24,807.22
Teacher Benefits	1,064.88
Telephone	540.00
Internet	1,079.90
Printing	180.00
Workbooks & Printed Mediar	108.00
Totals	\$79,200.00

l

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$79,200.00
- 2. The total of all approved budgets within this contract period shall not exceed \$79,200.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.

Contractor Initials:

- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price: This agreement will not exceed: \$79,200.00

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-072-500575 Grants – Federal 06-56-56-565010-2535-601-500931 State Fund Match FY 2019 \$23,760.00 \$55,440.00 \$79,200.00

Contractor Initials

EXHIBIT C-1

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council
- The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entitles receiving the assistance should, in expending the

- assistance, purchase only American-made equipment and products.
- 4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.



Please respond to the Hillsborough office

April 23, 2018

To Whom It May Concern:

Re: Project LIFT

Project LIFT is an entity operating under the auspices of the Town of Hillsborough and the Fuller Public Library. Its purpose is to provide free literacy services to the most undereducated and underserved people in the greater Hillsborough area and surrounding towns. The Town of Hillsborough is the financial agent for Project LIFT; therefore, it is not a registered non-profit corporation with the Secretary of State of the State of New Hampshire.

Very truly yours,

Peter W. Leberman pleberman@uptonhatfield.com

Attorneys at Law Russell F. Hillard James F. Raymond Barton L. Mayer Charles W. Grau Heather M. Burns Lauren Simon Irwin Justin C. Richardson Michael S. McGrath* Peter W. Leberman Jeanne S. Saffan** Sabrina C. Beavens*** Susan Aileen Lowry Nathan C. Midolo**** Michael P. Courtney* Brooke Lovett Shilo

Of Counsel Douglas S. Hatfield Gary B. Richardson John F. Teague Thomas W. Morse

Concord Office 10 Centre Street PO Box 1090 Concord, NH 03302-1090 603-224-7791 1-800-640-7790 Fax 603-224-0320

Hillsborough Office 8 School Street PO Box 13 Hillsborough, NH 03244-0013 603-484-5578 1-800-672-1326 Fax 603-484-3269

Portsmouth Office 159 Middle Street Portsmouth, NH 03801 603-436-7046 1-877-436-6206 Fax 603-369-4645

Of Counsel Firms Tower, Crocker & Smith, PA Jaffrey, NH Blodgett, Makechnie & Lawrence, PLLC Peterborough, NH

> www.uptonhatfield.com law@uptonhatfield.com

* Also admitted in MA ** Also admitted in MA & NY *** Also admitted in MA & FL **** Admitted only in MN PWL/dew

Certificate of Authority

1) I, <u>Philip Daley</u>, Chairperson of the Fuller Public Library Board of Trustees maintain that I have custody of and have examined and approved the documents in accordance to the grant agreement between Fuller Library Project LIFT Literacy Program and NH Department of Education, Bureau of Adult Education. All operations are examined by the Library Board of Trustees, including all financial statements. Trustee and signature of <u>Samantha Gallo</u>, Library Director, accompany any legal and/or financial documents in regard to the operations of Project LIFT. Chairperson of the Board of Trustees and Library Director have the authority to execute and sign any and all agreements between Project LIFT and NH Bureau of Adult Education.

2) As Trustee Chairperson, I testify that Fuller Library adheres to all assurances rules and regulations required by the State of New Hampshire, Bureau of Adult Education, 21S. Fruit Street, Concord, NH 03301.

3) All documents regarding the Department of Education grant to the Fuller Library were examined and approved by the Library Trustees at a meeting on May 1, 2018. It is the Board of Trustees understanding that:

Fuller Library Project LIFT Adult Learner Services will enter into an agreement with the NH Department of Education to provide ABE, HiSET preparation, ESL, and college and career transition educational services to individuals most in need in the greater Hillsborough area.

4) The Town of Hillsborough, NH serves as fiscal agent for Fuller Public Library and Project LIFT Adult Learner Services. All financial records are audited each fiscal year.

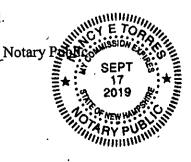
5) The following persons attest this information is complete and true:

And Anni Daley, Trustee Chair Anni Laura G. Buono, Town Administrator Samantha Gallo, Library Director Januar Jonaco Lauralee Lamonoco, Financial Admin.

On <u>May</u>, <u>3</u>, 2018, before the undersigned officer, appeared to have the authority to execute and authorize this certificate.

In witness whereof I hereunto set my hand and official seal.

Tone



Primex

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or atter the coverage afforded by the coverage categories listed below.

Participating Member:	Member Number:	Con	mpeny Alfording Coverage:	
Town of Hillsborough PO Box 7 Hillsborough, NH 03244	200	80 46 Co	Public Risk Management E w Brook Place Donovan Street Incord, NH 03301-2624	-
Type of Coverage 1	Up of Effective Date:	Expiration Date	Limits NH Statutory Limits	May Apply II Not
X General Liability (Occurrence Form) Professional Liability (describe) Claims Made Occurrence	1/1/2018	1/1/2019	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person) Combined Single Limit	\$ 5,000,000 \$ 5,000,000
Any auto			(Each Accident) Aggregate	
X Workers' Compensation & Employers' Liabilit	y 1/1/2018	1/1/2019	X Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
			Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)	,	· · · ·	Btanket Limit, Replacement Cost (unless otherwise stated)	ŕ

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
		······································	By: 7mm Dame
State of New Hampshire Department of Education 21 South Fruit St, Ste 20 Concord, NH 03301			Date: 4/23/2018 tdenver@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

+AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and International Institute of New England, Inc., Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.

2. Amend Section 1.8 by removing \$848,128.47 and replacing with cumulative price limitation of \$ 1,006,821,12

3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).

4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.
THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)
·
Division of <u>Commissioner's Office</u>
By The Elt South
Commissioner of Education Date
International Institute of New Encland
Name of Corporation (Contractor)
By Milman Pres-LOO 5/7/08
Signature, Title Date
STATE OF
County of Suffolk
On this the 7th day of May, 2018 before me, Rite M. Mc Donax the undersigned
officer, personally appeared known to me (or satisfactory proven) to be
the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for
the purposes therein contained.
In witness whereof, I hereto set my hand and official seal.
Notary Public/Justice of the Peace Notary Public/Justice Notary Public/Justice of the Peace Notary Public/Justice Notary Public/
Notary Public/Justice of the reace Continues of the reace
Approved as to form, substance and execution by the Attorney General thes day of, 2019
M. A.
Division of Attorney General Office
Approved by the Governor and Council this day of, 20
Approved by the Obvertion and Counten this day of 520

By:

EXHIBIT A-1

The Services

Services at International Institute of New England will be provided in multiple locations in Manchester including their facility at 470 Pine Street Street and a new site to be determined. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

International Institute of New England in Manchester will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of careet pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those
 who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult
 Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

Page 1 of 11



- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally, relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in
- adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.

Contractor Initials

 The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ESL program:

FY19	
85	

Project 2: Integrated Education & Training (IET)

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

IET programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship", without a high school diploma or those who are unemployed from US Census's American Community Survey to target, recruitment, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education and literacy activities including integrated education and training.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IET program in accordance with WIOA regulations as defined in WIOA 203(11):
 - o Adult Education and Literacy Activities
 - Workforce preparation activities
 - o Occupationally-specific workforce training activities
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

 The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards

Page 3 of 11

Contractor Initials: Date:

published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is responsible for the development and implementation of a curriculum that has a single set of learning objectives that identifies specific adult education content, workforce preparation activities and workforce training competencies.
- The occupationally-specific training component of the program should include an industry or employer-recognized/credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.
- The Contractor is responsible for ensuring that the IET program is a part of a career pathway.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis..
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18. Students without a social security number will be aided during the program to apply for a social security number. Students who fail to provide a social security number will be indicated in the data system.

Anticipated number of students served in the IET program:

FY19	
25	

Project 3: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data
 from US Census's American Community Survey to target, recruitment, and serve individuals
 without US citizenship, in need of English language acquisition skills including skilled immigrants
 or other English language learners who may have degrees, credentials or work experience in
 their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of Individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

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Contractor Initials:

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE
 program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - o Rights and responsibilities of citizenship
 - o Integrated Education and Training activity as defined in WIOA Section 203(11)
 - Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Ptan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

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· Contractor Initials:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18 or aid students without a social security number during the program to apply for a social security number. Students who refuse to provide a social security number will be indicated in the data system.

Anticipated number of students served in the IELCE program:

FY19 25

Contractor Initials: Date:

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY19
Administrative	\$ 15,071.68
Teaching Staff	68,877.47
Administrative Benefits	3,466.49
Teacher Benefits	15,841.82
Cleaning Services	800.008
Rent	7,500.00
Rental of Equipment	250.00
Telephone	1,500.00
Advertising	120.00
Travel	102.98
Office Supplies	600.00
Indirect Cost	11,413.04
Totals	\$125,543.48

ESTIMATED PROJECT 2 (IET)	FY19
Administrative	\$ 9,030.59
Teaching Staff	4,140.15
Administrative Benefits	2,077.04
Teacher Benefits	952.23
Cleaning Services	200.00
Rent	1,250.00
Telephone	400.00
Office Supplies	131.82
Indirect Costs	1,818.17
το Το	tals \$ 20,000.00

ESTIMATED PROJECT 3 (IELCE)	FY19
Administrative	\$ 2,402.76
Teaching Staff	6,041.57
Administrative Benefits	· 552.63
Teacher Benefits	1,389.56
Cleaning Services	200.00
Rent	770.00
Telephone	400.00
Office Supplies	200.00
Indirect Cost	1,195.65
Tota	ls \$13,152.18

Contractor Initials: Date: 718

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$158,695.66.
- 2. The total of the approved budget shall not exceed \$158,695.66 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Page 9 of 11

Contractor Initials: Date: 5/7/6 Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$158,695.66

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	FY 2019
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 47,608.70
06-56-56-565010-2535-601-500931 State Fund Match	\$11 <u>1,086.96</u>
	\$158 695 66

Contractor Initials Date:

EXHIBIT C-1

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549.
 "Debarment and Suspension."
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council
- The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739194 Certificate Number: 0004091330



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of May A.D. 2018.

William M. Gardner Secretary of State

Certificate of Authority

I, William Krause, Clerk/Secretary of International Institute of New England, Inc., do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on <u>June 22, 2017</u>, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: International Institute of New England, Inc. will enter into a contract with the NH Department of Education to provide English as a Second Language, Integrated Education & Training, and Integrated English Literacy and Civics Education. This resolution shall remain in effect until specifically revoked.

That: The International Institute of New England, Inc.'s Board of Directors has named Jeffrey Thielman as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on December 5, 2017.
- (5) The foregoing resolution(s) and by-laws are in full force and effect, un-amended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Jeffrey Thielman, President and CEO

Rita McDonough, CFO

Alexandra Weber, Chief Program Officer

William Krause, Secretary/Clerk

Deborah Shufrin, Assistant Secretary/Clerk

Zoltan Csimma, Board Chair

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Clerk/Secretary of the Corporation this $\sqrt{f''}$ day of $20 \frac{10}{2}$.

(Corporate Seal if any)

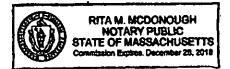
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF MASSACHSETTS

COUNTY OF SUFFULK

On \underline{M} $\underline{\gamma}$ $\underline{\gamma}$

In witness whereof I hereunto set my hand and official seal.



Notary Public/Justice of the Peac

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYY) 05/08/2018

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONL' CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	EXTEND OR ALTER THE COVERAGE AFFORDED BY THE	POLICIES
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of the	he policy, certain policies may require an endorsement. A sta	
this certificate does not confer rights to the certificate holder in lieu of s	uch endorsement(s)	·
Willis of Massachusetts, Inc.	I NAME.	467.0370
c/o 26 Century Blvd	PHONE FAX [AC. No. Ext]: 1-877-945-7378 [AC. No. Ext]: 1-878-7378 [AMAIL account of the second of th	467-2378
P.O. Box 305191	ADDRESS:	
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC #
	DESURERA: Philadelphia Indemnity Insurance Company	18058
NSURED International Institute of New England, Inc.	INSURER B :	
2 Boylston Street, Ste. 3	INSURER C :	
Boston, MA 02116	INSURER D :	
	INSURER E :	
COVERAGES CERTIFICATE NUMBER: #6115530 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA	REVISION NUMBER:	
INDICATED. NOTWITHST THAT THE POLICIES OF INSURANCE USED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO W ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TI BEEN REDUCED BY PAID CLAIMS.	WHICH THIS
INSR TYPE OF INSURANCE INSU WYD POLICY NUMBER	(MRVDDAYYY) (MRVDDAYYY) LISHTS	
	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
	MED EXP (Any one person) \$	20,000
	05/05/2018 05/05/2019 PERSONAL & ADV INJURY \$	1,000,000
GENL AGGREGATE LIMIT APPLIES PER:	GENERAL AGGREGATE \$	3,000,000
	PRODUCTS - COMP/OP AGG \$	3,000,000
OTHER:	s	
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT 5	1,000,000
	BOOKLY INJURY (Per person) \$	
A OWNED AUTOS ONLY X AUTOS	05/05/2018 05/05/2019 BODtLY INJURY (Per accident) \$	
X HIRED NALY X NON-OWNED	PROPERTY DAMAGE \$	
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UMBRELLA LIAB OCCUR	EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE	AGGREGATE \$	
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WORKERS COMPENSATION	PER OTH- STATUTE ER	•
AND EMPLOYERS'LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE	E.L. EACH ACCIDENT \$	_
OFFICERAMENBEREXCLUDED?	E.L. DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$	
A Business Personal Property	05/03/2018 05/05/2019 \$399,616	
Business Income/Extra Expense	\$3,225,000	,
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu Named Insured includes International Institute of New Hamps	de, may be stitched W more space is required) hire, Inc. and International Institute of Lowell,	Inc
	CANCELLATION	<u></u>
		· · · · · · · ·
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELI ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	
NH Department of Education		
21 South Fruit Street, Suite #20 Concord, NH 03301	gula MPowers	
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CERTIFICATE OF LIABILITY INSURANCE

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Concord, NH 03301				AUTHORIZED REPRE		<u>.</u>			•

ACORD 25 (2016/03)

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AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Nashua Adult Learning Center, Nashua, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.

2. Amend Section 1.8 by removing \$827,870.45 and replacing with cumulative price limitation of \$ 1,584,046.93.

3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).

4. Remove Exhibit B (Budget) and replace with Exhibit B (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE Department of Education (Agency) Division of Commissioner's Office By Date ommissioner of Education enining Center, Inc. Name of Corporation (Contractor) STATE OF County of undersigned 20/ day of before me On this the dull known to me (or satisfactory proven) to be officer, personally appeared (DIA the person whose name is subscribed to the (within instrument and acknowledged that he/she executed the same for the purposes therein contained. MARIE-ELAINE HENDRA In witness whereof, I hereto set my hand and official seal. Justice of the Peace - New Hampshire My Commission Expires July 2, 2019 Notary Public/Justice of the Peace Commission Expires Approved as to form, substance and execution by the Attorney General this Division of Attorney General Office Approved by the Governor and Council this day of 20

By: _

EXHIBIT A-1

The Services

Services at Nashua Adult Learning Center will be provided at their location in Nashua at 4 Lake Street as well as Milford High School, Clearway High School, on the campus of Nashua Community College and will be offering services at the new community center being built by the city of Nashua. Students receiving services will be from the city of Nashua and its surrounding areas including Hudson, Litchfield, Merrimack, Hollis, Milford, Wilton and Brockline.

Nashua Adult Learning Center in Nashua will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board, Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Contractor Initials: _____C Date: <u>5 [H</u>

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ABE program:

FY19	
273	

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in .
 need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Contractor Initials: ΔB Date: 5 4 2018

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ESL program:

FY19		
840		

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Contractor Initials: <u>Contractor Initials</u>:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment
 including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Contractor Initials:

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Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 - 2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ALS program:

 FY19	
150	

Project 4: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

 The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.

- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE
 program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - o Rights and responsibilities of citizenship
 - Integrated Education and Training activity as defined in WIOA Section 203(11)
 - Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum, in a non-biased content-neutral manner including an understanding of the New Hampshire and United States Constitutions.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.

Contractor Initials: <u>Constant</u> Date: <u>Constant</u>

- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

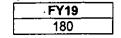
- The Contractor must pretest 100% of all enrolled students using a National Reporting System-
- approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of. Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.
- The Department of Education reserves the right to require the Contractor to request social security numbers for all participants over the age of 18 or aid students without a social security number during the program to apply for a social security number. Students who refuse to provide a social security number will be indicated in the data system.

Anticipated number of students served:



Contractor Initials:

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY19
Administrative	\$ 57,510.74
Counseling Staff	22,828.00
Teaching Staff	154,751.76
Administrative Benefits	19,882.40
Counseling Benefits	6,125.00
Teacher Benefits	22,453.44
Repairs & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Travel	1,980.00
Energy Utilities	23,400.00
Books & Information	21,600.00
Indirect Cost	33,611.13
Totals	\$ 369,722.47

ESTIMATED PROJECT 2 (ESL)	FY19
Administrative	\$ 38,036.28
Teaching Staff	129,373.74
Administrative Benefits	1,105.50
Teacher Benefits	14,877.98
Repair & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Energy Utilities	22,200.00
Books & Information	18,000.00
Indirect Cost	22,917.35
Totak	\$252,090.85

ESTIMATED PROJECT 3 (ALS)	FY19
Administrative	\$36,000.00
Administrative Benefits	4,619.55

Contractor Initials: CBDate: S4 2018

Telephone	500.00
Postage	500.00
Travel	500.00
Energy Utilities	5,000.00
Books & Information	2,100.00
Totais	\$49,219.55

ESTIMATED PROJECT 4 (IELCE)	FY19
Counseling Staff	\$22,828.00
Teaching Staff	37,399.20
Counseling Benefits	6,125.22
Teacher Benefits	4,300.86
Energy Utilities	4,500.00
Books & Information	2,250.00
Indirect Cost	7,740.33
Totals	\$85,143.61

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$756,176.48.
- 2. The total of the approved budget shall not exceed \$756,176.48 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.

Contractor Initials: <u>C</u>Date: <u>4</u>

Page 10 of 12

- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$756,176.48.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System. Programs are monitored monthly by the Bureau of Adult Education.

Funding Source:

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants – Federal	\$226,852.94
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$529,323.54</u>
	\$756,176,48

Contractor Initials: Date:

EXHIBIT C-1

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council
- 3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

Contractor Initials: ≤ 4/2018 Date:



CERTIFICATE OF AUTHORITY

I, Carol Kreick, Secretary of The Nashua Adult Learning Center, Inc. do hereby certify that:

- 1. I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 3. The following is a true and complete copy of the resolution adopted by Written Consent of the Board of Directors of the corporation effective April 27, 2018 which consent was obtained in accordance with the laws of the state of incorporation and the by-laws of the corporation;

As per the resolution of the Board of Directors, we approve that the Adult Learning Center may enter into contracts with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions, or renewals thereof. This shall remain in force until specifically revoked.

The following is a true and complete copy of the resolution adopted at a meeting of the Board of Directors authorizing the Executive Director to execute all applicable documents in association with contracts with the New Hampshire Department of Education. See attached.

- 4. The foregoing resolution and by-laws are in full force and effect, unamended, as of the date hereof; and
- 5. The following persons lawfully occupy the offices indicated below:

Alvin Oasan Mary DeRoche Carol Kreick Chad Theroux President Vice President Secretary Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this $\underline{4}$ day of Mas_{4} , 2018.

l Freick

(Corporate Seal, if any)

(If the Corporation has no seal, the Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

On $\underline{May}^{L/}$, 2018, before me the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that S he executed the foregoing certificate.

In witness whereof, I hereunto set my hand and official seal.

MARIE-ELAINE HENDRA Justice of the Peace - New Hampshire My Commission Expires July 2, 2019

Maye Elame

stice of the Peace/Notary Public

NASHUA ADULT LEARNING CENTER, INC.

Unanimous Written Consent of Board of Directors

Effective Date: April 27, 2018

The undersigned, being all of the Directors of the Nashua Adult Learning Center, Inc., pursuant to the provisions of New Hampshire law, hereby (i) waive all requirements of notice of a meeting, (ii) consent to the adoption of the following votes and the taking of the actions contemplated thereby for, and in the name and on behalf of, the Nashua Adult Learning Center, Inc., without a meeting, and (iii) agree that said votes shall have the same purpose and effect as if duly adopted at a meeting of the Board of Directors held for the purpose.

<u>APPROVAL OF EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS WITH</u> STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION

VOTED: To authorize the Executive Director, Carol Baldwin, to enter into contracts with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions, or renewals thereof. This resolution shall remain in force until specifically revoked.

CONSENT IN SEPARATE COUNTERPARTS

VOTED: That this consent may be executed in more than one counterpart, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument; and

FILING VOTE

VOTED: To direct that this consent be filed with the minutes of the meetings of the Board of Directors of the Nashua Adult Learning Center, Inc

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IN WITNESS WHEREOF, the undersigned have executed this consent as the date first set

Sharon Cowen

Mary DeRoche

Carol Kreick

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Jay Nannicelli

Janeth Orozco Sanchez Caryl Sullivan

Brenda Van Hirtum

Sharon Dalton

Rachel Guill

• • • Doreen Manetta

Alvin Oasan

Michael Sheahan

Chad Theroux

IN WITNESS WHEREOF, the undersigned have executed this consent as the date first set forth above.

Sharad Agarwal

Kathleen Allen

Sharon Cowen

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Mary DeRoche

Carol Kreick

Jay Nannicelli

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Janeth Orozco Sanchez

Caryl Sullivan

Brenda Van Hirtum

Sharon Dalton

Rachel Guill

Doreen Manetta

Alvin Oasan

Michael Sheahan

Chad Theroux

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IN WITNESS WHEREOF, the undersigned have executed this consent as the date first set forth above.

Sharad Agarwal

Kathleen Allen

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Sharon Cowen

Sharon Dalton

Mary DeRoche

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Carol Kreick

Jay Nannicelli

Janeth Orozco Sanchez

Caryl Sullivan

Brenda Van Hirtum

Rachel Guill

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Sharon Cowen

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Carol Kreick

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Sharon Dalton

Rachel Guill

Doreen Manetta

Alvin Oasan

Michael Sheahan

Chad Theroux

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Jay Nannicelli

Janeth Orozco Sanchez

Rachel Guill

Doreen Manetta

Alvin Oasan

Michael Sheahan

Caryl Sullivan

Brenda Van Hirtum

Chad Theroux

Ryan Warren

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA ADULT LEARNING CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61851 Certificate Number: 0004085516



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2018.

William M. Gardner Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
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Education services and child care. Employee Dishonesty Limit \$100,000.									
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CERTIFICATE HOLDER CANCELLATION									
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 21 South Fruit Street, Suite #20								
			Hurc & Bernle						

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AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Second Start, Concord, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.

2. Amend Section 1.8 by removing \$409,557.97 and replacing with a total cumulative price limitation of \$309,6353

3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).

4. Remove Exhibit B (Budget) and replace with Exhibit B. (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit 🛃 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

THE STATE OF NEW HAMPSHIRE

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

·	Department of Education (Agency)
Di	vision of <u>Commissioner's Office</u>
Ву	
6	Commissioner of Education Date
_	SECOND START
Ву	
STATE OF <u>Alw Hampshire</u>	Signifiture, Title Date
County of Merrinack On this the 2 day of May, 20 bef	ore me, Narothy Journel the undersigned
	grass known to me (or satisfactory proven) to be
	ment and acknowledged that he/she executed the same for
the purposes therein contained.	
In witness where of, I hereto set my hand and official sea <u>Marolly</u> <u>Journie</u> Notary Public/Instice of the Peace	l. <u>9/13/2027</u> Commission Expires
Approved as to form, substance and execution by the Att	corney Generalthis 23rd day of May 2019
	Division of Attorney General Office
Approved by the Governor and Council this	_ day of, 20

Ву: _

'EXHIBIT A-1

The Services

Services at Second Start will be provided from their building at 17 Knight Street in Concord, but will also be available at the Merrimack County House of Corrections and in students' home. Students receiving services will be from the City of Concord and twenty-eight surrounding communities.

Second Start in Concord will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below.

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in ABE program:

FY19 60

Contractor Initi

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to
 attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Contractor Initials

Page 3 of 10

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Setf-Assessment process.

Anticipated number of students served in ESL program:

 FY19	
95	

Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the

Contractor Initials

high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to
 attend and complete the program. The ALS program is intended to supplement existing classes in
 adult education center, use learning labs, small groups, and volunteer tutors to maximize the
 convenience and intensity of service for each learner.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.

Contractor Initials Date

- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018	2018-2019
Employment (second quarter after exit)	Baseline	Baseline
Employment (fourth quarter after exit)	Baseline	Baseline
Median Earnings	Baseline	Baseline
Credential Attainment Rate	Baseline	Baseline
Measurable Skills Gains	Baseline	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in ALS program:

	<u> </u>
FY19	
70	

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY19
Administrative	\$ 44,940.40
Counseling Staff	9,515.50
Teaching Staff	25,895.63
Administrative Benefits	7,481.47
Counseling Benefits	829.70
Teacher Benefits	2,304.75
Professional Services – IT Services	3,119.00
Water	224.04
Disposal Services	594.00
Snow Plowing Services	462.00
Repairs & Maintenance	4,229.04
Insurance	756.00
Telephone	387.00
Postage	210.00
Advertising	537.98
Energy Utilities	1,688.04
Books & Information	1,600.00
Supplies	1,067.00
Depreciation	7,965.96
Indirect Cost	11,380.75
Totals	\$ 125,188.24

FY19	ESTIMATED PROJECT 2 (ESL)
\$ 61,512.80	Administrative
18,768.00	Counseling Staff
38,894.38	Teaching Staff
11,058.73	Administrative Benefits
1,727.07	Counseling Benefits
3,597.32	Teacher Benefits
3,898.00	IT Services
374.00	Water, Sewer
990.00	Disposal Services
771.00	Snow Plowing Services
6,349.00	Repairs & Maintenance
1,260.00	Insurance
645.00	Telephone
350.00	Postage
806.00	Advertising
2,814.00	Energy Utilities

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Contractor Initials: 5/2 Date: ____ 18

Page 7 of 10

Supplies	3,202.00
Books & Information	1,600.00
Depreciation	7,966.00
Indirect Cost	16,658.33
Totals	\$183,241.63

ESTIMATED PROJECT 3 (ALS)	FY19
Administrative	\$ 9,001.20
Teaching Staff	55,055.00
Administrative Benefits	2,048.95
Teacher Benefits	18,120.02
IT Services	780.00
Water/Sewer	102.00
Disposal Services	270.00
Snow Plowing Services	201.00
Repairs & Maintenance	2,960.00
Insurance	1,855.00
Telephone	553.00
Postage	980.00
Advertising	336.00
. Travel	1,000.00
Energy Utilities	767.00
Books & Information	2,500.00
Consumables	1,984.00
Depreciation	4,192.00
Indirect Cost	10,270.52
Totals	\$112,975.69

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$ 421,405.56.
- 2. The total of the approved budget shall not exceed \$421,405.56 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyog

Page 8 of 10

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Date

one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$421,405.56.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$126,421.67
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$294,983.89</u>
	\$421 405 56

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EXHIBIT C

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council
- The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65173 Certificate Number : 0004087638



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April A.D. 2018.

[[[69]

William M. Gardner Secretary of State

Certificate of Authority

I, George Pangakis, Clerk/Secretary of Second Start do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is a true and complete copy of the resolutions voted by the Board of Directors of Second Start on April 30, 2018. The vote is in accordance with the law of New Hampshire and the by-laws of the corporation:

Second Start will enter into a contract with the NH Department of Education to provide Adult Basic Education, English as a Second Language, and Adult Learner Services. This resolution shall remain in effect until specifically revoked.

Second Start's Board of Directors has named James Snodgrass as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The foregoing resolutions are in full force and effect, unamended, as of the date hereof; and
- (5) The following persons lawfully occupy the offices indicated below:

Dodd Griffith, President

James Snodgrass, Executive Director

Matt Nadeau, Vice President

George Pangakis, Secretary

Tom Painchaud, Treasurer

, IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 30th day of April, 2018.

(Corporate Seal if any)

minim Cut

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

erremack COUNTY OF

On <u>Mucy</u>, 20 Before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

ournier

Notary Public/Justice of the Peace

DOROTHY FOURNIER Notary Public - New Hampshire My Commission Expires September 13, 2022





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CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED									
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may regular an endorsement. A statement on									
	is certificate does not confer rights to			•			inay require		
PRO	DUCER				CONTA NAME:	CT Pat Mack			
E &	S Insurance Services LLC				PHONE	(803)29	3-2791	FAX (A/C, No): (60	3)293-7188
21 N	Aeadowbrook Lane				ADORE		surance.net	·····	· · · ·
ΡO	Box 7425				[INSURER(S) AFFORDING COVERAGE NAIC #			
Gilfo	bro			NH 03247-7425	INSURER A : Great American Ins Group				
INSU	RED				INSURER B : Technology Insurance Co			42376	
	Second Start				INSURER C ; United States Fire Insurance Co				
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				NUMBER: 2017				REVISION NUMBER:	
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с	Accident Policy					12/31/2017	12/31/2018	Accident Med Expense \$	50,000
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CERTIFICATE HOLDER CANCELLATION									
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN									
NH of Dept of Education Bureau of Adult Education ACCORDANCE WITH THE POLICY PROVISIONS.									
21 South Fruit St, Suite 20									
AUTHORIZED REPRESENTATIVE									
Concord NH 03301 Pot-M Mack									
							·]
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The ACORD name and logo are registered marks of ACORD

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AMENDMENT TO **PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Southern New Hampshire Services, Inc. Portsmouth, Manchester, NH, hereinafter "the Contractor". and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and September 13, 2017. (Item #72) hereby agree to modify same as follows:

Amend Section 1.8 by removing \$185,975.94 and replacing with \$ 203,261,438 (cumulative total \$ 389,237.12)
 Remove Exhibit A (Scope of Service) and replace with 5 total

4. Remove Exhibit B (Budget) and replace with Exhibit Bal (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit [3] (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

	THE STATE OF NEW HAMPSHIRE Department of Education (Agency)
<u>`</u> `* <u>*</u>	Division of <u>Commissioner's Office</u> By: <u>Jule ELL 5-21-18</u> Commissioner of Education Date Southern New Hampshire Services
STATE OF New Han paking	By Mall Plan Donnalee Lozear JEx. Dir. Date
officer, personally appeared Annue (before me, $\underline{\partial e f \alpha S / \delta h c f}$, the undersigned $\underline{z = \alpha \mu}$ known to me (or satisfactory proven) to be trument and acknowledged that he/she executed the same for
the purposes therein contained. In witness whereof, I hereto set my hand and official s Subra Alohrer Notary Public/Justice of the Peace	DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020 Commission Expires
Approved as to form, substance and execution by the	Division of Attorney General Office
Approved by the Governor and Council this	day of, 20

EXHIBIT A-1

The Services

Services at Portsmouth Adult Education will be provided at their location on the Community Campus at the Foundation for Seacoast Health at 100 Campus Drive in Portsmouth. Students receiving services will be from the City of Portsmouth and its surrounding areas including Newington, New Castle, Rye and Greenland.

Portsmouth Adult Education in Portsmouth, operated by Southern New Hampshire Services, will provide the following services:

Project Descriptions

Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.
- Classes must have a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Page 1 of 8

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Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ABE program:

FY19	
27	

Contractor Initial

Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Contractor Initials

Page 3 of 8

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a guarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in ESL program:

<u> </u>	
85	

Contractor Init

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

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ESTIMATED PROJECT 1 (ABE)	FY19
Administrative	\$ 6,500.00
Counseling Staff	9,975.00
Teaching Staff	27,776.98
Administrative Benefits	2,349.14
Counseling Benefits	4,481.73
Teacher Benefits	2,472.13
Rent	4,200.00
Telephone	120.00
Postage	75.00
Printing	300.00
Travel	200.00
Supplies	1,000.00
Books & Information	1,375.00
Indirect Cost	5,717.55
Totais	\$ 66,542.53

ESTIMATED PROJECT 2 (ESL)	FY19
Administrative	\$ 8,500.00
Counseling Staff	29,925.00
Teaching Staff	44,278.71
Administrative Benefits	3,071.95
Counseling Benefits	13,445.17
Teacher Benefits	3,940.79
Rent	12,600.00
Telephone	360.00
Postage	225.00
Printing	900.00
Travel	600.00
Supplies	3,000.00
Books & Information	4,125.00
Indirect Cost	11,747.33
Totais	\$136,718.95

 Subject to the Contractor's compliance with the terms and conditions of this agreement,¹and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$203,261.48.

Contractor Initials Date: 5-2-18

2. The total of the approved budget shall not exceed \$203,261.48 without written modification signed by the parties to this agreement and approved by the Governor and Council.

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- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2019 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another. Limitation on Price:

This agreement will not exceed: \$203,261.48

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 60,978.44
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$142,283,04</u>
	\$203 261 48

EXHIBIT C-1

Special Provisions

- 1. The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:
 - OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549.
 "Debarment and Suspension."
- 2. This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for one (1) additional one-year term, contingent upon the following:
 - 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
 - 2. Annual review and update of Services, Budget and any corrective action plan.
 - 3. Available funding.
 - 4. Agreement of the parties.
 - 5. Approval of the Governor and Council
- 3. The Contractor shall comply with the following requirement in accordance with Section 502 of the Workforce Innovation and Opportunities Act of 2014.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

4. The Contractor attests to compliance with the General Education Provision Act section 427 as attached to this Exhibit.

Contractor Initials Date

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506 Certificate Number : 0004073347



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampsbire, this 2nd day of April A.D. 2018.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I. Orville Kerr	, do hereby certify that:
(Name of the electe	do hereby certify that: d Officer of the Agency; cannot be contract signatory)
1. I am a duly elected Office	er of <u>Southern New Hampshire Services, Inc.</u> (Agency Name)
2. The following is a true co	py of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on :	<u>September 9, 2017</u> (Date)
RESOLVED: That the	Executive Director (Title of Contract Signatory)
execute any and all docume	alf of this Agency to enter into the said contract with the State and to ents, agreements and other Instruments, and any amendments, revisions, he/she may deem necessary, desirable or appropriate.
	have not been amended or revoked, and remain in full force and effect as of
the day of (Date Contract Sign	May, 20/8. ied> 1
4. Donnalee Lozeau	is the duly elected Executive Director
(Name of Contract)	is the duly elected <u>Executive Director</u> Signatory) (Title of Contract Signatory)
of the Agency.	
	Orville Kerr, Secretary
STATE OF NEW HAMPSH	RE
County of Hillsborough	,
The forgoing instrument was	s acknowledged before me this $2^n day of May 20/8$
ByOrville Kerr	
(Name of Elected O	ifficer of the Agency)
۰.	Notary Public
(NOTARY SEAL)	DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020
Commission Expires:	
· · ·	

NH DHHS, Office of Business Operations Bureau of Provider Relationship Management Certificate of Vote Without Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2018

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER	ceruncate nonder in neu or suci	CONTACT Teri Danle				
CGI Business Insurance		PHONE (ABGYAA	-4600	FAX (A/C, No):	603)622-461	8
171 Londonderry Tumpike			Ibusinessinsu			
····				DING COVERAGE		AIC #
Hooksett	NH 03108		I Insurance Co			0258
INSURED			Illance Insura	nce Group	01	2115
Southern New Hampshire Services I	nc		London Insu	ance	04	8948
PO Box 5040		INSURER D : Philadelp	hia insurance		00	3616
		INSURER E :				-
Manchester	NH 03108	INSURER F :				
	CATE NUMBER: 17-18 Master			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSU INDICATED. NOTWITHSTANDING ANY REQUIREM CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	ENT, TERM OR CONDITION OF ANY THE INSURANCE AFFORDED BY THE	CONTRACT OR OTHER E POLICIES DESCRIBED I REDUCED BY PAID CL	DOCUMENT V HEREIN IS SI AIMS.	WITH RESPECT TO WHICH TH	90 IS	
USR TYPE OF DISURANCE INSU	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DO/YYYY)	LINETS		
					1,000,000	
				DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000	
				MED EXP (Any one person)	10,000	
A Professional Liability		12/31/2016	12/31/2019	PERSONAL & ADV INJURY	1,000,000	
GENLAGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	2,000,000	
	ł l			11000010 0000101100	2,000,000	
OTHER: Crime: 250,000 limit	<u></u>				1,000,000	
AUTOMOBILE LIABILITY	· ·			(Ea accident)	1,000,000	
		12/31/2017	12/31/2018	BODILY INJURY (Per person) 1 BODILY INJURY (Per accident) 1		
		12/31/2017	12/31/2016	BODILY INJURY (Per accident) 1 PROPERTY DAMAGE		
AUTOS ONLY AUTOS ONLY		}		(Per accident)	1,000,000	
	┟┼╌───	_		EACH OCCURRENCE	5,000,000	
A EXCESS UAB CLAIMENADE	1	12/31/2016	12/31/2019			
				AGGREGATE	,	
WORKERS COMPENSATION	<u>+-</u>				<u> </u>	
AND EMPLOYERS' LIABILITY Y/N					500,000	
B OFFICERMEMBER EXCLUDED?		12/31/2017	12/31/2018	EL DISEASE - EA EMPLOYEE	500,000	
(Mean deacribe under If yes, describe under DESCRIPTION OF OPERATIONS below				EL. DISEASE - POLICY LIMIT	500,000	
				Each Occurence Limit	1,000,000	
C		01/24/2018	01/24/2019	Aggregate Limit	1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHECLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Comp: 3A State: NH, ME Additional insurance: Carrier D: D&O/EPLI/Fiduciary Liability Coverage #PSD1304210 Effective 12/2/2017-12/2/2018 \$1,000,000 Aggregate Limit.						
CERTIFICATE HOLDER						
NH Department of Education Bureau 21 South Fruit St. Ste 20	of Adult Education	SHOULD ANY OF TI THE EXPIRATION D ACCORDANCE WIT	ATE THEREOI H THE POLICY	SCRIBED POLICIES BE CANC 7, NOTICE WILL BE DELIVERE 7 PROVISIONS.	ELLED BEFO D IN	DRE
_				010.		
Concord	NH 03301		i	Andrewi		
			1988-2015	ACORD CORPORATION.	All rights rea	served.

The ACORD name and logo are registered marks of ACORD

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Adult Education, hereinafter "the Agency," and Southern New Hampshire Services, Inc. (English for New Americans), Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on August 23, 2017 (Item#88) and September 13, 2017, (Item #72) hereby agree to modify same as follows:

1. Amend Section 1.7 by removing June 30, 2018 and replacing with June 30, 2019.

2. Amend Section 1.8 by removing \$243,336.47 and replacing with \$ 238,542.23 (cumulative total \$ 481, 878.70)

3. Remove Exhibit A (Scope of Service) and replace with Exhibit A-1 (Scope of Service).

4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget).

5. Remove Exhibit C (Special Provisions) and replace with Exhibit C-1 (Special Provisions).

6. All other provisions of this agreement shall remain in full force and effect.

7. This renewal option shall be effective on July 1, 2018.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

Department of Education (Agency) Division of Commissioner's Office Βv Commissioner of Education Date Southern New Hampshire Services Name of Corporation (Contractor)

THE STATE OF NEW HAMPSHIRE

STATE OF New Hampshire

County of Hillsborough

On this the <u>J</u>^{ne} day of <u>Nov</u> 2018 before me, <u>Jekra Stokra</u> the undersigned officer, personally appeared <u>Donnalee Lozeau</u> known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Notary Public/Justice of the Peace

DEBRA D. STOHRER Notary Public - New Hampshire My Commission Explanation View Public - New Hampshire

Approved as to form, substance and execution by the At	torney General this <u>1311</u> day of <u>Muy</u> , 2078
	Man A.D.
	Division of Attorney General Office
Approved by the Governor and Council this	dav of 20

By:

EXHIBIT A-1

The Services

Services at Southern New Hampshire Services (English for New Americans) will be provided at the First Congregational Church at 508 Union Street in Manchester. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

English for New Americans in Manchester, operated by Southern New Hampshire Services, will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment or managed enrollment and flexible scheduling are highly encouraged.

Proposed Curricula and Contextualized Instruction

 The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards

Contractor Initials:

Date: 5.

published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).

 The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018-2019
Employment (second quarter after exit)	Baseline
Employment (fourth guarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ESL Program:

Contractor Initial

FY19	
270	
	FY19 270

Project 2: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enroliment or managed enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

The Contractor is required to align its program with the goals and mission of the State Workforce
Plan including curriculum alignment with the College & Career Readiness Standards for Adult
Education and the Sector-Based Initiatives.

Contractor Initials

 The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2018 - 2019
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be entered on a bi-weekly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

Anticipated number of students served in the ALS program:

FY19	
45	

EXHIBIT B-1

Estimated Budget: Limitation on Price: Payment

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ESTIMATED PROJECT 1 (ESL)	FY19
Administrative	\$ 19,376.45
Teaching Staff	118,789.85
Administrative Benefits	4,607.96
Teacher Benefits	10,572.18
Rent	6,000.00
Telephone	420.00
Internet ,	1,500.00
Postage	250.00
Printing	600.00
Travel	300.00
Payroll Services	997.50
Office Supplies	2,400.00
Workbooks & Printed Media	3,347.50
Training	750.00
Indirect Cost	15,971.67
Totais	\$ 185,883.11

ESTIMATED PROJECT 2 (ALS)	FY19
Administrative	\$35,499.98
Administrative Benefits	3,159.50
Rent	5,000.00
Telephone	375.00
Postage	200.00
Advertising	1,000.00
Printing	150.00
Travel	500.00
Office Supplies	1,000.00
Books & Information	1,250.00
indirect Cost	4,524.64
Totals	\$52,659.12

- 1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$238,542.23.
- 2. The total of the approved budget shall not exceed \$238,542.23 without written modification signed by the parties to this agreement and approved by the Governor and Council.

- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$238,542.23

Method of Payment:

Contractor Initials: <u>14.</u> Date: <u>5-2-</u>/8 Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

<u>Funding Source</u> Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2019</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 71,562.67
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$166,979,56</u>
	\$238,542.23

Contractor Initial Date:

EXHIBIT C

Special Provisions

The Contractor shall compty with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549.
 "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

- 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.

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- 4. Agreement of the parties.
- 5. Approval of the Governor and Council

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506 Certificate Number : 0004073347



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire, this 2nd day of April A.D. 2018.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I,	do hereby certify that:
(Name of the elected Officer of the Agency; canno	t de contract signatory)
1. I am a duly elected Officer of <u>Southern New Hampshire</u> (Agency Name)	Services, Inc.
2. The following is a true copy of a resolution duly adopted	at a meeting of the Board of Directors of
the Agency duly held on : <u>September 9, 2017</u> (Date)	
RESOLVED: That the <u>Executive Director</u> (Title of Contract 3	Signatory)
is hereby authorized on behalf of this Agency to enter into execute any and all documents, agreements and other insi or modifications thereto, as he/she may deem necessary, o	the said contract with the State and to truments, and any amendments, revisions,
3. The forgoing resolutions have not been amended or rev	oked, and remain in full force and effect as of
the day of May	•.
4 Donnalee Lozeau is the duly elected	Executive Director
4. <u>Donnalee Lozeau</u> is the duly elected (Name of Contract Signatory)	(Title of Contract Signatory)
of the Agency.	
-	Orville Kerr, Secretary
STATE OF NEW HAMPSHIRE	
County of Hillsborough	
The forgoing instrument was acknowledged before me this	2nd day of May 2018
ByOrville Kerr (Name of Elected Officer of the Agency)	Sebra Atobrer
	Notary Public
(NOTARY SEAL) DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020	
Commission Expires:	· · · · · · · · · · · · · · · · · · ·

NH DHHS, Office of Business Operations Bureau of Provider Relationship Management Certificate of Vote Without Seal

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ACORD

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CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY) 05/01/2018

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CI BI	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
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CGI	Business Insurance				PHONE	(865)84	1-4600	FAX (AC, Not: (60	3)622-4618	
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INSU	TED				INSURER D	: Eastern A	Villance Insura	nce Group	012115	
Southern New Hampshire Services Inc INSURER C: LLoyds of London Insurance								048946		
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	Manchester			NH 03108	INSURER E				-	
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Paul Leather Deputy Commissioner

Commissioner

Frank Edelblut

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL (603) 271-3495 FAX (603) 271-1953

August 24, 2017

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$ 222,277.07 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. 30% Federal Funds, 70% State Funds.

Holy Cross Family Learning Center	Vendor Code 280545	<u>FY2018</u> \$30,000.00
Hillsborough County Dept of Corrections North Country Education Services (Coos Cty ALS)	177406 154707	\$31,966.07 <u>\$160.311.00</u>
	TOTAL:	\$222,277.07

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal	\$ 66,683.10
06-56-56-565010-2535-601-500931	State Fund Match	<u>\$ 155.593.97</u>
		\$ 222,277.07

EXPLANATION

Approval of this request will allow the three (3) contractors to provide one of the following adult education and literacy programs: Adult Basic Education, Adult Learner Services, and Integrated English Literacy and Civics Education. See Attachment B for specific programs to be provided by each Contractor.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move

TDD Access: Relay NH 711 EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES His Excellency, Governor Christopher T. Sununu and the Honorable Council August 24, 2017 Page 2

students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education's website and the Manchester Union Leader on February 24, 2017. All federal and state adult education funds are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Twenty-two proposals were received and reviewed using the proposal criteria. In the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Funds were awarded to eight private-not-for-profit organizations, twelve school districts, and one governmental agency based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management System used by the Department.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted.

Frank Edelblut Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposals/One Year Contracts/

Attachment A

A request for adult education and literacy activities proposals operating under the Workforce Innovation and Opportunities Act of 2014 (WIOA), Title II, for the term of three (3) years was released on February 24, 2017. The notice was published in the Union Leader on February 24, 2017, posted on the NH. Department of Education's website, and sent electronically to any party expressing an interest in submitting an application.

In accordance with WIOA, only applications submitted by eligible providers were granted funding. WIOA defines an eligible provider as:

The term "eligible provider" means an organization that has **demonstrated effectiveness** in providing adult education and literacy activities that may include—

(A) a local educational agency;

(B) a community-based organization or faith-based organization;

(C) a volunteer literacy organization;

(D) an institution of higher education;

(E) a public or private nonprofit agency;

(F) a library;

(G) a public housing authority;

(H) a nonprofit institution that is not described in any of subparagraphs (A) through (G) and has the ability to provide adult education and literacy activities to eligible individuals;
 (I) a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described in any of subparagraphs (A) through (H); and

(J) a partnership between an employer and an entity described in any of subparagraphs (A) through (I).

Additionally, the Bureau of Adult Education considered the degree to which the proposal addressed the following WIOA-required criteria:

- Responsiveness to Regional Needs: How well does the proposed program meet the educational, economic, and social/cultural needs of the local region?
- Serving the Most in Need: How well does the proposed program serve individuals in the community who were identified as most in need of adult education and literacy activities, including English language acquisition and civics education programs?
- Service Delivery Format and Schedules: How well does the proposed program enable individuals to attend and complete classes through flexible scheduling, sufficient instructional time per week, and appropriate delivery methods?
- Proposed Curricula and Contextualized Instruction: How well does the proposed program provide curricula designed to meet the needs of the participants, especially through contextualized instruction?
- Alignment with the State Workforce Plan: How well does the proposed program align with the strategies and goals of the State Workforce Plan particularly in the area of curriculum, adult education and literacy activities, state leadership activities, and performance measures?
- Intensity, Quality and Best Practices: How well does the proposed program meet the requirement of being of sufficient intensity and quality? This includes the degree to which instructional practices are based on the most rigorous research available.
- Integration of Technology Services and Digital Systems: How well does the proposed program incorporate the use of technology, especially with regard to distance learning?
- Meeting Program Outcomes: How well has the proposed program met program outcome goals in the past and how will the program meet performance goals in the future?
- Reporting: How well does the proposed program collect, store, enter, and analyze students and program data?
- Implementation Timeline: Will the proposed program be positioned to start by September 15, 2017?
- Budget and Budget Narrative: How well does the proposed program present a cost-conscious budget with a primary focus on providing quality services to eligible individuals?

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Proposal Criteria in RFP:

In accordance with WIOA, all applicants need to be an eligible provider with demonstrated effectiveness. The Composite Technical Score was used to determine if the applicant was an eligible provider. All scores above 150 were considered acceptable.

For each program specific application, the Program Design was evaluated. That score was added to the Composite Technical Score for a total score. All total scores above 500 were considered acceptable.

		Maximum Score
23	Eligible Provider with Demonstrated Effectiveness	200
Composite Technical Score	Operational Capacity	100
Ŝ. [#] "	Total Composite Technical Score (Minimum 150)	300
	Responsiveness to Regional Needs	50
	Serving the Most in Need	100
ъß	Service Delivery Format and Schedules	75
es	Proposed Curricula and Contextualized Instruction	50
0	State Workforce Board Alignment	75
E	Intensity, Quality and Best Practices of Program	100
Program Design	Integration of Technology Services and Digital Systems	50
2	Meeting Program Outcomes	50
<u></u>	Reporting	50
	Implementation Timeline	25
	Budget & Budget Narrative	75
	TOTAL SCORE (MinImum of 500)	1000

Reviewers:

- Margaret Selig, retired program director from the Laconia Adult Education Program with more than 30 years of experience running adult education programs.
- Bryan Larson, retired program director from the Salem Continuing Education Program with more than 20 years of experience running adult education programs.
- Christine Powers, retired program director from Manchester Adult and Community Learning with more than 25 years of experience running adult education programs.
- Sarah Bennett, Educational Consultant for the NH Bureau of Adult Education with more than 20
 years of experience in alternative education including adult education and charter schools.
- Arthur Ellison, Administrator for the NH Bureau of Adult Education with more than 35 years administering adult education programs.

State Workforce Board Review

In accordance with WIOA, all applications were reviewed and accepted by the State Workforce Investment Board as indicated in the minutes of the July 7, 2017 meeting.

Geographic Distribution

The RFP specified that there be at least one program in each NH county that provides each of the following services: Adult Basic Education, English as a Second Language (and Adult High School Diploma, under a separate application process). ALS provides ABE and ESL services.

	ABE	ESL	ALS		ABE	ESL	ALS
Belknap	1	1		Hillsborough	2	3	3
Carroll		<u> </u>	1	Merrimack	2	2	1
Cheshire	1	1	1	Rockingham	4	4	2
Coos			1	Strafford	1	1	1
Grafton .			Э	Sullivan	. 1	•)

* Due to low numbers, ESL services are provided under the ABE grant.

Attachment B

Evaluation Scoring and Funding Recommendations

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<u>Key</u>

- The 3 digit number is the Average Evaluation Score for the application
- NRF means Not Recommended for Funding
- 😹 A shaded box indicates that the center did not apply for this type of program

Private-Not-for-Profits Applicant Name	County	Adutt Basic Education	English as a Second Language	Aduft Leæner Services	Integrated Education & Training	integrated English Literacy & Civics Education	Contract Limit
Ascentria Community Services, Inc.	Merrimack		908		900		\$194,786.15
Fuller Library (Project LIFT)	Hillsborough			682	Section 19.	3	\$ 83,309.24
Holy Cross Family Literacy Center	Hillsborough		19.12 19.55 19.12 19.55 19.12 19.15			700	\$ 30,000.00
International Institute of New England	Hillsborough	11. 	948		950	935	\$ 848,128.47
Nashua Adult Learning Center	Hillsborough	964	968	750		956	\$ 827,870.45
North Country Education Services	Coos			640			\$ 160,331.89
Second Start	Merrimack	- 857	940	788	anna an Thar a sa		\$ 409,557.97
Southern New Hampshire Services – Portsmouth Adult Education	Rockingham	890	880	19.00.00			\$ 185,975.94
Southern New Hampshire Services – English for New Americans	Hillsborough	Sec. 19	793	738		11.0 00 - 2	\$ 243,336.47
	· · · · ·			*·.=		TOTAL	\$2,983,296.58

Government Agency Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learne Services	Integrated Education & Training	Integrated Er Literacy & Ci Education	Approved Amount
Hillsborough County House of Corrections	Hillsborough	692		· · · · · · · ·			\$ 31,966.07
·····	· · · · · · · · · · · · · · · · · · ·	·		* <u></u>		TOTAL	\$ 31,966.07

School Districts Applicant Name	County	Adutt Basic Education	English as a Second Language	Adult Leamer Services	Integrated Education £ Training	Integrated English Literacy & Civics Education	Approved Amount
Claremont (SAU 6)	Sullivan	817			95 - S		\$ 101,211.00
Deny (SAU 10)	Rockingham	766	802	829			\$ 134,718.77
Dover (SAU 11)	Rockingham	951	947	, 897	940	942	\$ 638,470.77
Exeter (SAU 16)	Strafford	. 924	910	890			\$ 294,377.59
Franklin (SAU 18)	Merrimack	665					\$ 32,037.53
Governor Wentworth (SAU 49)	Carroli	in in the second se		.606	14 5 2 5	1.1 <u>2.4</u> 2.	\$ 125,756.23
Keene (SAU 29)	Cheshire	795	750	797	772	753	\$ 161.265.67
Laconia (SAU 30)	Belknap	623	545	NRF			\$ 45,749.00

Lebanon (SAU 88)	Grafton			641	14- J.		\$ 84,025.07
Littleton (SAU 35)	Grafton			567			\$ 160,331.89
Plymouth (SAU 48)	Grafton		· · · · ·	677			\$ 20,952.00
Salem (SAU 57)	Rockingham	757	773			NRF	\$ 103,439.18
						TOTAL	\$ 1,902,334.70

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Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.		•							
1.1 State Agency Name		1.2 State Agency Address							
Department of Education		21 South Fruit Street, Suite #20							
		Concord, NH 03301							
1.3 Contractor Name		1.4 Contractor Address							
Holy Cross Family Learning Cen	ter	438 Dubuque Street							
Holy Closs I amily Learning Cen		Manchester, NH 03104							
	Lid A	17 Completion Date	1.8 Price Limitation						
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.6 Frice Linkadon						
Number									
603-622-9250	See Exhibit B	June 30, 2018	\$30,000.00						
1.9 Contracting Officer for State	e Agency	1.10 State Agency Telephone Nu	mber						
Art Ellison		603-271-6698							
1.11 Contractor Signature		1.12 Name and Title of Contrac	tor Signatory						
R. R. R.	Mrs No. PAPERI	Anerrele, co	C. E. D.						
acquerre of									
UV Citature Dinoctin CEN									
1.11 Contractor Signature jurg rutine R. Verville, CDP, EJJ. 1.12 Name and Title of Contractor Signatory fWerville, CSC. EJ. Eucutive Director (EO) 1.13 Acknowledgement: State of NH, Country of Hills bolough									
01 8/24/17 , before	when the description of the second seco	,	block 1.12 or entirfactorily						
0 8 (24) (, before	: the undersigned officer, personal	ly appeared the person identified in	dominant in the emposity						
· · ·	ame is signed in block 1.11, and ac	knowledged that s/he executed this	cocument in the capacity						
indicated in block 1.12.									
1.13.1 Signature of Notary Publ	lic or Justice of the Peace		11/10						
	<i>ia</i> ,	INNOA MC							
Tou dha	llan	N. A. MUSSION							
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1.13.2 Name and Title of Notar	y or Justice of the Peace		ê 111						
	11.	E 3 2019							
Linda Moote, 1	lotatio								
1.14 State Agency Signature	file	1.15 Name and Trap OF SELEX FRANK Edelber, Condition	they Signatory						
)	MILARY PL							
1.4.41.11	Date: 8-30-17	EDAL ENER ENER	SIME OF Education						
The VU	artment of Administration, Divisio	por Demonstel (if applicable)							
1.10 Approval by the N.H. Dep	arment of Administration, DIVISIO	m of reisonnet (if appricable)							
		Director One							
By:		Director, On:							
1.17 Approval by the Attorney	General (Form, Substance and Exe	cution) (if applicable)							
By:	11. C. L.	On: 8/2/17							
1 (Ica Li	Accurace	0/3////							
1.18 Approval by the Governor	Me intyce and Executive Council (if applica	ible)							
By:		On:							
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1			<i>ن</i> ، <u></u> ،,، <u></u> ،, <u></u> ,						

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO

BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4

Contractor Initials

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State – determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State; and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Contractor Initials Date §

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignce to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initia

Page 4 of 4

EXHIBIT A

The Services

Services at Holy Cross Family Learning Center will be provided at their location at 438 Dubuque Street in Manchester. Students receiving services are from the Manchester area.

Holy Cross Family Learning Center in Manchester will provide the following services:

Project Description

Integrated English Literacy and Civics Education (IELCE)

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data
 from US Census's American Community Survey to target, recruit, and serve individuals without
 US citizenship, in need of English language acquisition skills including skilled immigrants or other
 English language learners who may have degrees, credentials or work experience in their native
 countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially
- those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

 The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.

Contractor Initials:

- The Contractor must integrate all three of the following required components of the IELCE
 program in accordance with WIOA regulations. The components must be offered concurrently.
 - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
 - o Rights and responsibilities of citizenship
 - o Integrated Education and Training activity as defined in WIOA Section 203(11)

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum.
- The IET component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

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- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient Intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most research available and appropriate, including scientifically valid research and effective educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning and a plan for how distance
 learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline

Contractor Initials:

Median Eamings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

C

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement through the Self-Assessment process.

Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in IELCE Program:

FY18	
105	

Contractor Initials: (VIX) Date: F(2)

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (IELCE)	FY18
Administrative	\$ 14,000.00
Teaching Staff	16,000.00
Totals	\$ 30,000.00

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$30,000.00.
- 2. The total of the approved budget shall not exceed \$30,000.00 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 6. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA Federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.

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Contractor Initials:

- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$30,000.00.

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 9,000.00
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$ 21,000.00</u>
	\$ 30,000.00

Contractor Initials: Date: 👌 110

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

 OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with Institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.

4. Agreement of the parties.

5. Approval of the Governor and Council

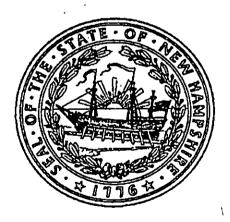
Contractor Initials Date:

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLY CROSS FAMILY LEARNING CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 67.1469



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IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of August A.D. 2017.

William M. Gardner Secretary of State

Certificate of Authority

I. Sean Doherty, Clerk/Secretary of Holy Cross Family Learning Center do hereby certify that :

- (1) 1 maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on 4/5/17, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

THAT: Holy Cross Family Learning Center will enter into a contract with the NH Department of Education to provide adult education programs. This resolution shall remain in effect until specifically revoked. THAT: Holy Cross Family Learning Center Board of Directors has named Sister Jacqueline R. Verville as having authority to sign a contract with the NH Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on ______, 20_____.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Judi Window, President

Sr. Jacqueline R. Verville, CEO & Executive Director

___N/A___ Vice President

Sean Doherty, Secretary

Katharine Balukas, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this, <u>24</u>, <u>Avy vsc</u> 2017.

(Corporate Seal if any)

Glerk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On 8/24, 2017 before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

Corporate Resolution

I, <u>Jupi L. Window</u> hereby certify that I am duly elected Clerk/Secretary of <u>Haly Cross Family Learning</u> <u>C</u>C hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors duly called and held on <u>April 5, 2017</u> at which a quorum of the Directors were present and voting.

VOTED: That <u>Sister Jacqueline Verville</u> is duly authorized to enter into contracts or agreements on behalf of <u>Holy Cross Family Learning Center</u> with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable and necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

<u>Hugust 8,2017</u> DATED:

ATTEST:

ACORD	CORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 8/8/2017			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confor rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER Waldorf Risk Solutions, LLC			CONTA NAME: PHONE	CT 631-42	23-9500	Ú FAX	<u>1: 631-4</u>	24-3610	
PO Box 590 Huntington NY 11743				E-MAR ADDREss. info@wrs1928.com					
			NSURERISI AFFORDING COVERAGE INSURER A:Lloyds of London - AA1122000						
Sisters of Holy Cross	INSURED HOLSIS Sisters of Holy Cross			INSURER 0 :					
Manchester NH 03109	377 Island Pond Road Manchester NH 03109		NSURER D :						
	INSURER F ;								
COVERAGES THIS IS TO CERTIFY THAT THE PC INDICATED. NOTWITHSTANDING / CERTIFICATE MAY BE ISSUED OR EXCLUSIONS AND CONDITIONS OF	NUCIES OF INSUI ANY REQUIREME MAY PERTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN OF AN	Y CONTRACT	OR OTHER	Document with Resp D Herein is subject	ECT TO I	WHICH THIS	
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						PERSONAL & ADV INJURY	<u> :</u>		
GENL AGGREGATE UNIT APPLIES PEI						GENERAL AGGREGATE	\$2,000,	.000	
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AUTOMOBILE LIABILITY		· · · · · · · · · · · · · · · · · · ·			<u></u>	COMBINED SINGLE LIMIT (Es accident)	\$	·	
OTUA YIA					1	BODILY INJURY (Per person)	18		
AUTOS ONLY AUTOS ON AUTOS ONLY AUTOS ON			Î			BODILY INJURY (Per accident PROPERTY DAMAGE	+		
AUTOS ONLY AUTOS ON						(Per accident)	3		
				6/1/2017	6/1/2018		\$		
	R S-NADE					EACH OCCURRENCE	\$1,000		
DED RETENTION \$							5	····	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH-			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED?	Y/N N/A					E.L. EACH ACCIDENT	1		
(Mandatory In NH) If yes, describe under					ļ	E.L. DISEASE - EA EMPLOYE	t		
DÉSÓRIPTION OF OPERATIONS below	<u></u>					E.L. DISEASE - POLICY LIMIT	15		
DESCRIPTION OF OPERATIONS / LOCATIONS	/VEHICLES (ACORD	101, Additional Remarks Schedu	ie, may be	attached # mon	e abece ja uednju	ю. 			
PROOF ONLY.		-				•			
Holy Cross Family Learning Cen	ter								
		•		·					
CERTIFICATE HOLDER	······	· · · · · · · · · · · · · · · · · · ·	CANC	ELLATION					
State of New Hampshire Department of Education 101 Pleasant Street		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Concord, NH 03301									
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BOARD OF DIRECTORS HOLY CROSS FAMILY LEARNING CENTER 438 Dubuque Street Manchester, NH 03102

Katharine Balukas, Treasurer Senior Auditor BerryDunn 151 Crowley Road Candia, NH 03034 <u>kbalukas@berrydunn.com</u> 603-518-2648

Jeanne Boucher, CSC Payment Processing Coordinator Southern NH University 2238 Elm Street Manchester, NH 03104 <u>boucher38@comcast.net</u> 603-622-6918

Bianka Beaudoin Community Manager American Cancer Society 24 Blucher Street Manchester, NH 03102 <u>bianka17@comcast.net</u> 603-557-7419

Eva Castillo-Turgeon Organizer Alliance for Immigrants & Refugees 733 Bryant Street Manchester, NH 03109 <u>ecastillo@miracoalition.org</u> 603-661-2873

Sean Doherty, Secretary Finance Manager / Oracle 282 Pulpit Road Bedford, NH 03110 <u>sdoherty@dyn.com</u> 603-289-7277 Elinor Murphy Educational Consultant 752 Straw Hill Road Manchester, NH 03104 603-785-3711 elinormurphy2@gmail.com 603-785-3711

Jacqueline R. Verville, CSC Executive Director Bedford Hills Apts. 15 Cooper Lane Unit 108 Bedford, NH 03110 irv2871@gmail.com 603-622-9250

Sylvia Von Aulock Deputy Executive Director Southern NH Planning Commission 40 Elm Street Newmarket, NH 03857 <u>svonaulock@snhpc.org</u> 603-669-4664

Judi Window, Chair Community Outreach St. Mary's Bank 676 Clay Street Manchester, NH 03103 jwindow@stmarysbank.com 603-629-1538

Directors serve without compensation.

Salary Information for Personnel

Holy Cross Family Literacy Center Project: IELCE

	Administrative		_			
	[Enter Administrative Title]		[Enter Number of Hours per Waek]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Director - School Year	Sister Jacqueline Verville	24	36	\$25.00	\$21,600.00
2	Administrative Ass't	Diane Dupere	20	36	\$20.00	\$14,400.00
3	Test administrator	Shea Hortman	20	36	\$15.00	\$10,800.00
<u> </u>	L	· · · · · · · · · · ·		· <u> </u>	Administrative TOTAL	\$46,800.00

	Teaching Staff			T –		
	[Enter Teacher Tille]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Interpreter	Chura Mani Acharya	20	36	\$15.00	\$10,800.00
2	Computer Technology	To be Hired	10	36	\$20.00	\$7,200.00
		;			Teacher TOTAL	\$ 18,000.00

Jacqueline R. Verville CSC

EDUCATION

May 1985, Doctor of Education, concentration in Reading and Learning Disabilities, Boston University, Boston, MA. Major: Reading Education, K-16 Concentration.

May 1974, Master of Education, K-12, Rivier College, Nashua, New Hampshire.

May 1970, Bachelor of Arts, Major: Education and Business, K-12, Minor, Mathematics, Notre Dame College, Manchester, New Hampshire.

PROFESSIONAL LICENSES

NH State Certification, Reading Supervisor and Business Education, K-12, Life Certificate. MaAState Certification, Reading Consultant, K-16; Consulting Teacher of Reading, K-16 and Learning Disabilities.

PROFESSIONAL EMPLOYMENT EXPERIENCE

August 2000 to present:

- Called forth Planning Committee to begin preparations for Learning Center: October 2, 2009 to October 2010.
- Met monthly with Planning Committee, met with individuals, wrote grants, and visited sites.
- Taught ESL at West High School, English for New Americans, taught second graders at St. Catherine School, taught third and first graders at St. Benedict Academy, taught a group of immigrants at the West Side Library twice a week.
- October 4, 2010. Doors to Holy Cross Family Learning Center were opened to forty-five refugees.
- During 2015-2016, 132 refugees from thirty-two ethnicities were taught English, Civics, Computer Skills and sewing alterations were performed for the community-at-large on Manchester's West Side.

August 1998 to 2009

- Director of Reading and Title I Project Manager, Pre-K to 8, Alton Central School, Alton, New Hampshire.
- Supervisor of Language Arts, K-12, Littleton, New Hampshire, SAU #35, Title | Project Manager to five school districts: Profile Junior / Senior High School, Lafayette Regional, Bethlehem Elementary, Lisbon Regional and Littleton.
- Grant Writer.
- Workshop Presenter.

Diane Y. Dupere, CSC

EDUCATION

M. Ed. Counseling and Psychotherapy, Notre Dame College, Manchester, New Hampshire. May 1993.

Graduate Courses in Scripture Studies, Providence College, Providence, Rhode Island. 1973-1975

8. A. Business, Notre Dame College, Manchester, New Hampshire. 1970.

EMPLOYMENT EXPERIENCE

Administrative Assistant, Holy Cross Family Learning Center, Manchester, New Hampshire, October 2010 - present.

- Manages all office proceedings such as reports, budgets, mail, and all calls.
- Triaged calls and in-person office drop-ins for Executive Director.
- Creates efficient systems for office management/files and grants.
- Coordinates any and all business regarding teachers, teacher assistants.
- Prepares all CDBG reports, and all other responsibilities given by the executive director.

Administrative Assistant (temporary), St. Benedict Academy – Elementary School, Manchester, New Hampshire, January 2008 – April 2008.

Administrative Assistant, Office of Admissions/Operations, saint Anselm College, Manchester, New Hampshire, October 2003 – September 2008.

Administrative Assistant to the Office of the President, Notre Dame College, Manchester, New Hampshire, May 2002 – June 2003.

Administrative Assistant to Vice President for Student Development, Notre Dame College, Manchester, New Hampshire, October 2000 – May 2002.

Director of Family Services & Case Manager, Marguerite's Place – Transitional Housing for Women and Children, Nashua, New Hampshire, 1998 – October 2000.

Case Manager, Marguerite's Place – Transitional Housing Program for Women and Children, Nashua, New Hampshire. August 1994 – 1998.

Administrative Assistant to Leadership Personnel in Regional services and Director of Communications, Sisters of Holy Cross, Pittsfield, New Hampshire, 1974 – 1990; Manchester, New Hampshire, 1990 – 1994.

E. Shea Hortman

Skills

U

Teaching Adult ESL classes – all levels Advanced spoken Spanish, High Intermediate written Spanish Managing and Supporting Staff Microsoft Word, Excel, and Outlook

Experience

2001 - 2014: York County Literacy Council, York, Pennsylvania

2005 - 2014: English as a Second Language (ESL) Program Coordinator

Oversee all areas of non-profit agency's ESL program serving over 600 adults per year, including managing (hiring, evaluating, supporting) a staff of eight ESL instructors teaching four levels of ESL AM and PM classes.

Collaborate with local public schools to offer ESL classes for parents.

Conduct enrollment and testing process in Spanish for Spanish-speaking clients.

Field all phone calls from Spanish-speaking clients.

Write newsletter, annual report articles.

Work with volunteers in the office and classroom.

2011 - 2013: Literacy in the Workplace Coordinator

Establish and oversee customized workplace programs to teach local manufacturing company employees the English needed to properly execute procedures and reporting duties of their jobs and to understand safety and FMLA policies.

Establish and oversee community GED programs.

2011 - 2013: Adult Program Manager

Oversee both the English as a Second Language and Adult Basic Education programs, which together serve over 900 students per year.

2001 - 2011: ESL Instructor

Prepare lesson plans and activities, including curriculum development and new material creation, to help non-native English learners from diverse cultures acquire skills necessary for daily life, workplace, civics, and understanding American culture and the English language with an emphasis on health, financial, and workplace literacy skills.

1989 - 2001: Associated Wholesalers, Inc., York, Pennsylvania

Computer Programmer, Senior Computer Programmer, Project Manager

Write code, maintain procurement system software and manage a team of four programmers.

Education

TESOL (Teaching English as a Second Language) Certificate, 2001 YWAM TESOL Program, Lebanon, Pennsylvania

Bachelor of Science in Computer Information Systems, 1995 York College of Pennsylvania, York, Pennsylvania

Office of the N-	ire Attorney General Charitable Trusts Unit of Street, Concord, NH 03301-6397 N'T FORGET TO Area
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Holy Cross Family Learning Center Organization Name Katharing Batter	PORT CERTIFICATE
Cross Family	PORT CERTIFICATE
Organization Name Katharing Name	ALL ALL
Nathanne Durine	
In Care of	June 30. 2016
TOJ DUDURAN C	Fiscal V
Address Steer Manchester, NH Ration	671469 Frid
	Store Registration #
City	e registration #
report in the penalties of an	State
correct including accompanying of perjury set forth in RS	Хар
and complete.	where the state of
Under the penalties of perjury set forth in RS. report, including accompanying schedules and staten correct and complete. <u>Add May Machine</u> Signature of PRESIDENT TREE	terns and to the best of my taxet of the automatic
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Signature	· · · · ·
PRESIDENT TREASURE	Date Date Land
PRESIDENT, TREASURER OR INUSTEE	Date
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(Print or Turnet)	
(Print or Type) Nume of Officer Trustee	The Contract of
THE SIC NATION	File
THE SIGNATURE OF THE EXECUTIVE DIRECT does not have the office of "President" of "Treasurer" or vested in the signator (FAME to be use
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does not have the office of "President" or "Treasurer", o vested in the signator.)	trase diach an explanation or definition of its automic
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STATE OF	
COUNTY OF	

On this the $(i_{2}, ..., day of ((i_{2}, ..., 20)))$ before me personally appeared the arows named officer or trustee who acknowledged hunself herself to be the article trustee. System, the arows of named organization and took onth or affittined that the attached report methoding accompanying schedule care statements is to the best of his her knowledge and belief (intel correct and complete).

Nours Public

IN WITNESS WHERFOF, Thereinno set up hand and otheral seat

My Commission Expir

CHRISTINA GONTALLE

- Maiary Public Wadaacheanta 101 Fapicaa Jul 13-2077

OFFICE OF THE NEW HAMPSHIRE ATTORNEY GENERAL CHARITABLE TRUSTS UNIT 33 Capitol Street Concord, NH 03301-6397

Register of Charitable Trusts

Form NHCT-2A

<u>ANNUAL REPORT</u>

For the calendar year	or fiscal year beginning July 1, 2015
and ending_June 30. 2016	Registration number 10446
NAME OF ORGANIZATION: Holy Cross	Family Learning Center
ADDRESS: 483 Dubuque Street	Manchester. NH 03102
Please make name/address corrections here:	· · · · · · · · · · · · · · · · · · ·
A) Employer or Federal ID Number: 45-449523	4
D) Tax exempt under section 501 (c) (3 : chec	k here if application for exemption is pending ()
G) Group return filed for affiliates? Yes	No X
Separate return filed by group affiliate? Yes	No_X
FUND BALANCES: Support and Revenue 1) Contributions, gifts, grants 2) Program service revenue (see part V). 3) Membership dues and assessments. 4) Interest on savings and cash investments.	ENUE, AND EXPENSES AND CHANGES IN
a) Gross revenue	19.065
h) Minus, direct expenses	(230)
c) Net income (line 9a minus line 9b)	18,835
11) Other revenue (see part V)	
12) Total revenue (add lines 1,2,3,4,5,9(c) and 11.	
Expenses	
13) Program services (program service charities	only) (see Part III)
14) Management and general (see line 44)	
17) Total expenses (add lines 13 and 14)	
Fund BalancesLines 18 Through 2118) Excess (deficit) for the year (line 12 minus line)	<u>Must Be Completed</u> e 17)(13,882)
19) Fund balances or net worth at the beginning	of the year(see line 75)
20) Other changes in net assets or fund balance (ATTACH EXPLANATION)	······································
21) Fund balances or net worth at end of year (ac	Id lines 18 and 19)(see also line 75)64,524

¹ Any organization which engages the services of a professional fund-raiser (paid solicitor, fund raising counsel, etc.) is required to provide the the name and address of the professional fund-raiser as well as detailed information regarding monies raised, fees paid, etc. This information may be submitted as an attached schedule on plain paper. Any organization which sponsors Bingo Games, or sells Lucky 7 tickets or conducts its own events is required to provide detailed information as to the gross amount of revenue received from the games or events, a breakdown of all expenses related to the operation of the function, and the net amount received by the charitable organization.

Organization Name: Holy Cross Family Learning Center

PART II STATEMENT OF FUNCTIONAL EXPENSES

22) Grants and allocations (AT)	FACH SCHEDULE)	• • • • <u></u>
23) Specific assistance to individ	iuals	•••
24) Benefits paid to or for memi	bers	• • • •
25) Compensation of officers, di	irectors, etc	••••
26) Other salaries and wages		••
27) Pension plan contributions.		· · ·
28) Other employee benefits		•
29) Payroll taxes		
30) Professional fundraising fee	S 	•
33) Supplies		606
34) Telephone		1,048
35) Postage and shipping		
36) Occupancy		20.244
37) Equipment rental and main	tenance	
38) Printing and publications		
Conferences, conventions, n	neetings	•
 Depreciation (attach schedu 	lle)	•
43) Other expenses (itemized):		
a) Donations		185
b) Miscellaneous		1.169
c)		

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Organization Name: Holy Cross Family Learning Center

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PART III STATEMENT OF PROGRAM SERVICES RENDERED (program service charities only)

DESCRIPTION	EXPENSES
a)English	\$\$
b)Workforce development	
c)	
	\$

TOTAL - MUST EQUAL LINE 13

s ^{34,534}

Organization Name: Holy Cross Family Learning Center

PART V PROGRAM SERVICE REVENUE AND OTHER REVENUE (State nature) (Program service charities only)

(1 rogram service charmes t	•	
	Program Service	Other
a)		.
b)	<u></u>	
c)	<u> </u>	<u> </u>
d)	<u></u>	
1		•
PART VI BALANCE SHEETS		
	Beginning of Year	End of Year
Assets		
45) Cash - non interest bearing	78,406	62,724
46) Savings and cash investments		·····
47) Accounts receivable		
48) Pledges receivable		
49) Grants receivable		\
50) Receivables due from Officers, Directors, etc.		
51) Other notes and loans receivable		
52) Inventories for sale or use		
53) Prepaid		1.800
54) Investments - securities		
55) Investments - real estate		
56) Investments - other		
58) Other assets		
59) Total assets (add lines 45 through 58)	78.406	64,524
Liabilities		
60) Accounts payable		
61) Grants payable		
63) Loans from officers, directors, etc.		
64) Mortgages/notes payable		·
65) Other liabilities		
66) Total liabilities (add lines 60 through 65)	0	0
Fund Balances or Net Worth Line 75 Must Be	Completed	
75) Net worth (assets, line 59, minus liabilities, line		64.524

NOTE: PLEASE BE SURE TO SIGN THE ANNUAL REPORT CERTIFICATE BEFORE A NOTARY PUBLIC AND RETURN THE CERTIFICATE AND REPORT TO:

Office of the Attorney General, Charitable Trusts Unit, 33 Capitol St., Concord, NH 03301-6397

FAILURE TO FILE ANNUAL FINANCIAL REPORTS WITH THE DEPARTMENT OF JUSTICE IN A TIMELY MANNER MAY RESULT IN COURT ACTION AND THE IMPOSITION OF CIVIL PENALTIES OF UP TO \$10,000.00 FOR EACH VIOLATION (RSA 7:28-f II (d)) Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.					
1.1 State Agency Name		1.2. State Agency Address			
Department of Education		21 South Fruit Street, Suite #20			
-	4	Concord, NH 03301			
1.3 Contractor Name		1.4 Contractor Address			
Hillsborough County Departmen	t of Corrections	445 Willow Street			
		Manchester, NH 03103			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
Number		*			
	See Exhibit B	June 30, 2018	\$31,966.07		
603-627-5620	See Exhibit B	Juie 30, 2018	331,500.07		
	<u> </u>		1		
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone N	umber		
Art Ellison		603-271-6698	.		
1.11 Contractor Signature		1.12 Name and Title of Contra	ctor Signatory		
	1	David Dionne, Superintendent I			
1.13 Acknowledgement: State	of NH , County of	Hillsborough			
1.13 Actulowicugement. State	of NH , County of	WIIISOOLOUGU			
o 0/16/2017 1.5	standaritand officer second	In annound the masses identified i	- block 1, 12, or estisfactorily		
On 8/16/2017 , before	e the undersigned officer, personal	ly appeared the person identified i	n block 1.12, of satisfactorily		
	ame is signed in block [.11, and ad	cknowledged that s/he executed th	is document in the capacity		
indexites in block of the		······································			
1.301 Announced Notary Publ	lic or Justice of the Peace		1		
CONNESSOR	()				
E Stern King King King					
1.2 1 Score 1 Starra with the sal Notary or Justice of the Peace					
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		1.15 Name and Title of State A	cencu Signatory		
1.14 State Agency Signature			gency signatory		
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			<u>mmissimer of Education</u>		
1.16 Approval by the N.H. Dep	artment of Administration, Divisio	on of Personnel (if applicable)			
			1		
By:		Director, On:			
-					
1.17 Approval by the Attorney	General (Form, Substance and Exe	ecution) (if applicable)			
	· · · · · · · · · · · · · · · · · · ·				
By:		On: 8/3//17			
by.	Meinty.	S 2/ J////			
1.18 Approval by the Governor and Executive Council (if applicable)					
1.18 Approval by the Governor	and executive Gounch (1) applied		ļ		
		0			
By:		On:			
L,					

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract' price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT -OPPORTUNITY.

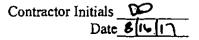
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, . handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Page 3 of 4

Contractor Initials Date Q

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 8116

Page 4 of 4

EXHIBIT A

The Services

Services will be provided at the Hillsborough County House of Corrections. Students receiving services are incarcerated at the Hillsborough County House of Corrections.

Hillsborough County Department of Corrections will provide the following services:

Project Descriptions

Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

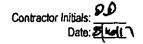
- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.



Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the
 National Reporting System to collect performance indicator data and measurable skills gains in
- accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

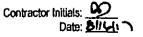
Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Eamings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.



Anticipated number of students served:

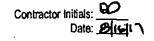
FY18	
20	

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Teaching Staff	\$29,229.97
Teacher Benefits	2,236.10
Supplies	500.00
Totals	\$31,966.07

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$31,966.07.
- The total of the approved budget shall not exceed \$31,966.07 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.



- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$31,966.07

Method of Payment

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-072-500575 Grants - Federal	<u>FY 2018</u> \$ 9,589.83
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$22,376.24</u>
	\$31,966,07

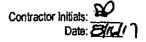


EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular.

 OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.

.

4. Agreement of the parties.

5. Approval of the Governor and Council

Certificate of Authority

I, Paul G. Bergeron Clerk of Hillsborough County do hereby	certify that:
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- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on <u>Angust 16</u> 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: The Hillsborough County Department of Corrections will enter into a contract with the NH Department of Education to provide employment and training services to out of school youth. This resolution shall remain in effect until specifically revoked.

That: The Hillsborough County Board of Directors has named Superintendent David Dionne as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on <u>August</u> 16, 2017.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Toni Pappas Chairman <u>Robert Rowe</u> Vice Chairman Paul G. Bergeron Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the County this 164H day of Aug vict , 20 17.

(Corporate Seal if any)

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On <u>August 16</u>, 20<u>17</u>, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that <u>Comm. Paul. Bergeron</u> executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

De H. SHOM Public/Justice of the Peace



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Mambar.	Member Number:	ļ	Сотра	iny Afi	iording Coverage:	
Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045	608		NH Public Risk Management Exchange - Prim Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			-
The of Converse	Effective Detes	Explration	Detern VY	1	NH Statutory Elmits	May Apprel I Not
X General Liability (Occurrence Form)	7/1/2017	7/1/201			h Occurrence	\$ 5,000,000
Professional Liability (describe)	1112011	11020		Ger	ieral Aggregate	\$ 5,000,000
Claims Occurrence				Fire fire)	Damage (Any one	
		_		Med	i Exp (Any one person)	
Automobile Liability Deductible Comp and Coll:				(Eacl	nbined Single Limit Accident)	
Any auto				Agg	regate	
X Workers' Compensation & Employers' Liability	1/1/2017	1/1/201	18	X	Statutory	
				Eac	h Accident	\$2,000,000
				Dise	ase — Each Employee	\$2,000,000
				Dise	ase - Policy Limit	
Property (Special Risk includes Fire and Theft)					ket Limit, Replacement (unless otherwise stated)	
					: :	

Description: Proof of Primex Member coverage only for Adult Basic Education Program Grant.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ² – NH Public Risk Management Exchange			
	··		By: 7amp Down			
NH Dept of Education Bureau of Adult Education 21 South Fruit St, Ste 20 Concord, NH 03301			Date: 5/26/2017 toenver@nhprimex.org Please direct inquires to: Primex ³ Ctaims/Coverage Services 603-225-2841 phone 603-228-3833 fax			

HILLSBOROUGH COUNTY DEPARTMENT OF CORRECTIONS

445 Willow Street Manchester, New Hampshire 03103-6216 Telephone (603) 627-5620 Facsimile (603) 627-5618 www.hillsboroughcountydoc.org

David M. Dionne, CLS Superintendent Captain Gifford F.J. Hiscoe, CJM Security

> Captain Willie Scurry Programs

HILLSBOROUGH COUNTY BOARD OF COMMISSIONERS

Toni Pappas, Chair District #1

Robert Rowe, Vice-Chair District #3

> Paul G. Bergeron, Clerk District #2

> > Directors/Commissioners Serve Without Compensation.



Serving The Communities Of: Amherst, Antrim, Bedford, Bennington, Brookline, Deering, Francestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Millord, Mont Vernon, Nashua, New Boston, New Ipswich, Petham, Peterborough, Sharon, Temple, Weare, Wilton, Windsor,

Salary Information for Key Personnel

Hillsborough County House of Corrections Project: ABE

	Teaching Staff	· · · · · · · · · · · · · · · · · · ·					
	(Enter Teacher Title)		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL	
1	ABE Teacher	Laurielee Roy	29	49	\$20.57	\$29,229.97	
<u> </u>	I			- L ,	Teacher	- <u>+</u>	
					TOTAL	\$29,229.97	

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Laurielee M. Woodlock Roy

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AUG 0 5 2015

HILLSBORDUGH COUNTY HUMAN RESOURCES

Objective: To work with people in a progressive and culturally diverse organization that supports positive programs and allows me to use my training and experience in elementary/special education and case management to pursue my passion in education and equality.

Education: MA (Elementary Education), Southern New Hampshire University, 2005 MA (General Special Education), Southern New Hampshire University, 2005 BA (Criminal Justice), Hesser College, 1998

Certification: NH Certification in Elementary and Special Education, 2005.

Teaching Experience:

Long term substitute Fairgrounds Middle School, December 2014-March2015

Nashua, NH

Long term social studies and language arts teacher in the 6^{th} grade. I was responsible for lesson planning daily for each level class, honors, extensions, and foundations. Also responsible for lesson planning for reading and writing for children who struggle in the areas of reading and writing.

Long term substitute

Fairgrounds Middle School, October 2013-June 2014

Nashua, NH

Continuing substitute: worked with students with educational disabilities, with a focus on children identified with an emotional disturbance. I had five tutorials and case managed twelve students.

Tutor

Manchester School District, September 2012- June 2013

Manchester, NH

Provide 1:1 Tutoring services for a child with an auto-immune disorder which prevents the child from attending public school. Delivered content in language arts, math, biology, and health at the high school level.

Tutor

Manchester School District, December 2011-August 2012

Manchester, NH

Provided 1:1 services to a high school student identified with TBI and Autism. I created lesson plans and delivered lessons to and from West High School.

ΞD

AUG 0 5 2015

Adjunct Faculty Hesser College, 2008 - 2007

HILLSSOROUGH COUNTY

HUMAN RESOURCES Introduce college students to discipline of Criminal Justice including teaching criminal law,

procedures and policies; grading exams and papers, and developing website materials to supplement reading assignments.

Teacher and Case Manager

Corrections Special School, State Prison for Men, 2008-2006

Concord, NH

Manchester, NH

Case Manage and Develop IEP's for incarcerated men 21 years and younger, particularly those with special needs and disabilities as well as teach remedial content areas within the Education Department in the State Prison for Men.

Substitute Teacher Manchester School District, 2001-2000

Manchester, NH

Provided instruction and followed lesson plans of absent teacher. Experienced in all grade levels from nursery to high school in sped and non-sped programs as well as experienced in teaching students in vocational programs.

Student Teacher Webster Elementary School, 2004

Manchester, NH

Manchester, NH

Student Teacher in Grade One, where I developed general lesson plans in alignment with state Grade Level Expectations as well as prepared lesson plans for children with disabilities in accordance with his/her Individual Education Plan. Assessed and graded students work and made modifications to work as required by children identified with disabilities.

Student Teacher Green Acres Elementary, 2004

Student Teacher in Grade Five responsible for developing lesson plans in alignment with state Grade Level Expectation as well as prepared lesson plans for children with disabilities and nonidentified students. Assessed and graded students work and made modifications to work as required by the Individual Education Plans of respective students.

General Work Experience:

Case Manager

Riverbend Community Mental Health Center, 2000-1999

Concord, NH

Responsible for case management of adults with mental illness, including overseeing filing and appropriate file upkeep to obtain social security, SSL Health and Human Service benefits. Instructed and assisted clients with daily living sills, mental health goals, treatment plans, appointments, and access to community resources.

Resident Instructor Easter Seals, 1999-1997

Manchester, NH

Responsible for working with children with identified emotional and behavioral problems to provide guidance, instruction and assistance in their daily activities and well as write progress reports on their individual treatment plans and goals.

Professional and Community Membership:

Volunteer at Covenant Houses of South Florida

Volunteer, Dialogue for Community Good, US Dept. Justice Community Relations

Chairperson of Education, Manchester NAACP

PTO Secretary, Hillside Middle School 2014-2015

Author of Race Between Us (Lett, Roy 2015, Popular Truth Publishing)

Additional Training

Undoing Racism: The People's Institute For Survival and Beyond 2011 Meet HQT Status for New Hampshire S.O.L.V.E (Strategies of Limiting Violent Episodes) 1997 T.C.I (Therapeutic Crisis Intervention) 1999 Sex Offender Training, Dr. Ron Royer 1998 New Hampshire Department of Corrections Certificate 2007

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AUG 0 5 2015

HILLSBOROUGH COUNTY HUMAN RESOURCES

EXHIBIT A COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Net Position June 30, 2016

· · · · · · · · · · · · · · · · · · ·	Primary Government			
	Governmental			
	<u>Activities</u>	Activities	Total	
ASSETS		,		
Current Assets:				
Cash and cash equivalents	\$ 38,240,065	\$ 30,414	\$ 38,270,479	
Accounts receivable, net	396,404	2,382,295	2,778,699	
Due from other governments	318,160	1,028,631	1,346,791	
Internal balance	(24,573,898)	24,573,898	•	
Prepaid expenses	5,568	66 1 40	5,568	
Inventory	14 196 200	66,148	66,148	
Total Current Assets	14,386,299	28,081,386	42,467,685	
Noncurrent Assets:				
Restricted cash		96,506	96,506	
Capital assets:				
Non-depreciable capital assets		9,443	9,443	
Depreciable capital assets, net	4,368,302	2.182.368	6,550,670	
Total Noncurrent Assets	4,368,302	2,288,317	6,656,619	
Total Assets	18,754,601	30,369,703	49,124,304	
DEFERRED OUTFLOWS OF RESOURCES				
Total deferred outflows related to net pension liability	2,383,768	1,289,291	3,673,059	
Total Deferred Outflows of Resources	2,383,768	1,289,291	3,673,059	
LIABILITIES				
Current Liabilities:				
Accounts payable	228,416	242,386	470,802	
Accrued expenses	984,226	378,037	1,362,263	
Due to other governments	4,183,413	582,996	4,766,409	
Unearned contributions		30,414	30,414	
Total Current Liabilities	5,396,055	1,233,833	6,629,888	
Noncurrent Liabilities:				
Other post-employment benefits obligation	1,841,125	816,843	2,657,968	
Net pension liability	25,371,528	14,206,203	<u> </u>	
Total Noncurrent Liabilities	27,212,653	15,023,046	42,235,699	
Total Liabilities	32,608,708	16,256,879	48,865,587	
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to net pension liability	2,182,680	1,180,529	3,363,209	
Total Deferred Inflows of Resources	2,182,680	1,180,529	3,363,209	
NET POSITION				
Net investment in capital assets	4,368,302	2,191,811	6,560,113	
Restricted	6,634		6,634	
Unrestricted (Deficit)	(18,027,955)	12,029,775	(5,998,180)	
Total Net Position	\$ (13,653,019)	\$ 14,221,586	\$ 568,567	

EXHIBIT B COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Activities For the Year Ended June 30, 2016

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		Program	Revenues		Expense) Revenu unges in Net Posi	
			Operating		overnment	
		Charges for	Grants and	Governmental	Business-Type	
Functions/Programs	Expenses	Services	Contributions	Activities	Activities	Total
Governmental Activities:						
General government	\$ 8,297,219	\$ 4,010,559		\$ (4,286,660)		\$ (4,286,660)
Public safety	20,016,668	3,139,818	\$ 12,683	(16,864,167)		(16,864,167)
Health and welfare	29,444,771		253,581	(29,191,190)		(29,191,190)
Total governmental activities	57,758,658	7,150,377	266,264	(50,342,017)	<u>s</u>	(50,342,017)
Business-type activities:						
Nursing Home	25,044,915	22,663,584	7,405,108		<u>5,023,777</u>	5,023,777
Total business-type activities	25,044,915	22,663,584	7,405,108		5,023,777	5,023,777
Total primary government	\$ 82,803,573	\$ 29,813,961	\$ 7,671,372	(50,342,017)	5,023,777	(45,318,240)
	General revenues	5:				
	Property taxes			51,063,836		51,063,836
	Interest and inve	stment earnings		56,319	144	56,463
	Miscellaneous	-		685,930	805,017	1,490,947
	Transfers			2,672,981	(2,672,981)	-
	Total general	revenues and tra	nsfers	54,479,066	(1,867,820)	52,611,246
	Change in n			4,137,049	3,155,957	7,293,006
	Net position (def		of year	(17,790,068)	11,065,629	(6,724,439)
	Net position (def	-		<u>\$ (13,653,019)</u>	\$ 14,221,586	\$ 568,567

See accompanying notes to the basic financial statements

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EXHIBIT C COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Balance Sheet Governmental Funds June 30, 2016

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·	General <u>Fund</u>	Nonmajor Governmental <u>Fund</u>	Total Governmental Funds
ASSETS			
Cash and cash equivalents	·\$ 38,240,065	•	\$ 38,240,065
Accounts receivable	396,404		396,4D4
Due from other governments	318,160		318,160
Due from other funds		\$ 64,612	64,612
Prepaid expenses /	5,568		5,568
Total Assets	38,960,197	64,612	39,024,809
DEFERRED OUTFLOWS OF RESOURCES	<u></u>	<u> </u>	
Total Deferred Outflows of Resources		<u> </u>	<u> </u>
Total Assets and Deferred Outflows of Resources	\$_38,960,197	<u>\$ 64,612</u>	\$ 39,024,809
LIABILITIES			
Accounts payable	\$ 223,416		\$ 223,416
A ccrued expenses	984,226		984,226
Due to other governments	4,183,413		4,183,413
Due to other funds	24,643,510		24,643,510
Total Liabilities	30,034,565	<u>s</u>	30,034,565
DEFERRED INFLOWS OF RESOURCES	·		
Total Deferred Inflows of Resources	- <u></u>	_	·
FUND BALANCES			
Nonspendable	5,568		5,568
Restricted	6,634		6,634
Assigned	841,279	64,612	905,891
Unassigned	8,072,151		8,072,151
Total Fund Balances	8,925,632	64,612	8,990,244
Total Liabilities, Deferred Inflows of Resources			
and Fund Balances	\$ 38,960,197	<u>\$ 64,612</u>	<u>\$_39,024,809</u>

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See accompanying notes to the basic financial statements

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EXHIBIT C-1

COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

June 30, 2016

1			
Total Fund Balances - Governmental Funds (Exhibit C)	\$	8,990,244	
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial		4 169 200	
resources and, therefore, are not reported in the funds		4,368,302	
Deferred outflows of resources and deferred inflows of resources			
that do not provide or require the use of current financial resources			
are not reported within the funds.			
Deferred outflow of resources attributable to net pension liability		2,383,768	
Deferred inflow of resources attributable to net pension liability		(2,182,680)	
Long-term liabilities are not due and payable in the current			
period and, therefore, are not reported in the funds. Long-term			
liabilities at year end consist of:			
Other post-employment benefits obligation		(1,841,125)	
Net pension liability		(25,371,528)	
Net Position of Governmental Activities (Exhibit A)	\$	(13,653,019)	
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EXHIBIT D

COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds For the Year Ended June 30, 2016

۰.	General Fund	Nonmajor Governmental <u>Fund</u>	Total Governmental <u>Funds</u>
Revenues:			
Taxes	\$ 51,063,836		\$ 51,063,836
Intergovernmental	266,264		266,264
Charges for services	7,031,015	\$ 119,362	7,150,377
Interest and investment income	56,319		56,319
Miscellaneous	685,930		685,930
Total Revenues	59,103,364	119,362	59,222,726
Expenditures:			
Current operations:			
General government	7,900,145	238,500	8,138,645
Public safety	19,719,737		19,719,737
Health and welfare	29,444,771		29,444,771
Total Expenditures	57,064,653	238,500	57,303,153
Excess revenues (under) expenditures	2,038,711	(119,138)	1,919,573
Other Financing Sources (Uses):			
Transfers in	2,672,981	103,500	2,776,481
Transfers out	(103,500)		(103,500)
Total Other Financing Sources (Uses)	2,569,481	103,500	2,672,981
Net change in fund balances	4,608,192	(15,638)	4,592,554
Fund balances at beginning of year	4,317,440	80,250	4,397,690
Fund balances at end of year	<u>\$ 8,925,632</u>	<u>\$ 64,612</u>	<u>\$ 8,990,244</u>

EXHIBIT D-1

COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities For the Year Ended June 30, 2016

Net Change in Fund Balances - Governmental Funds (Exhibit D)

Amounts reported for governmental activities in the

statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in the current period.

Some expense reported in the statement of activities, such as other post-employment benefits, do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Governmental funds report pension contributions as expenditures. However, in the statement of activities, pension expense reflects the change in the net pension liability and related deferred outflows and inflows of resources, and do not require the use of current financial resources. This is the amount by which pension contributions exceeded pension expense in the current period.

Change in Net Position of Governmental Activities (Exhibit B)

\$ 4,592,554 -

(783,344)

(338,359)

666,198

5 4,137,049

See accompanying notes to the basic financial statements

EXHIBIT E

COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Net Position Proprietary, Funds

June 30, 2016

· · · · · · · · · · · · · · · · · · ·	Nursing Home		
·	Fund		
ASSETS			
Current Assets:	• • • • • • • • •		
Cash and cash equivalents	S 30,414		
Accounts receivable, net	2,382,295		
Due from other governments	1,028,631		
Due from other funds	24,573,898		
Inventory	66,148		
Total Current Assets	28,081,386		
Noncurrent Assets:			
Restricted cash	96,506		
Capital assets:			
Non-depreciable capital assets	9,443		
Depreciable capital assets, net	2,182,368		
Total Noncurrent Assets	2,288,317		
Total Assets	30,369,703		
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pension	1,289,291		
Total Deferred Outflows of Resources	1,289,291		
LIABILITIES			
Current Liabilities:			
Accounts payable	242,386		
Accrued expenses	378,037		
Due to other governments	582,996		
Uncarned contributions			
/ Total Current Liabilities	1,233,833		
Noncurrent Liabilities:			
Other post-employment benefits payable	816,843		
Net pension liability	14,206,203		
Total Noncurrent Liabilities	15,023,046		
Total Liabilities	16,256,879		
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pension	1,180,529		
Total Deferred Inflows of Resources	1,180,529		
NET POSITION			
Net investment in capital assets	2,191,811		
Unrestricted	12,029,775		
Total Net Position	<u>\$ 14,221,586</u>		

See accompanying notes to the basic financial statements

EXHIBIT F

COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Revenues, Expenses and Changes in Net Position Proprietary Funds For the Year Ended June 30, 2016

Nursing Home Fund Operating revenues: Intergovernmental revenue s 7,405,108 Charges for services 22,663,584 805,017 Miscellaneous 30,873,709 Total operating revenues Operating expenses: Administrative 3,193,394 966,295 Maintenance and operations Physical therapy 1,853,173. 2,167,096 Dietary 13,634,190 Nursing Laundry 355,634 743,239 Housekeeping Physician/pharmacy 576,676 Restorative services 729,936 Social services 347,087 32,045 Barber/beauty Depreciation 446,150 25,044,915 Total operating expenses 5,828,794 Operating income Non-operating revenues: 144 Interest revenue 144 Net non-operating revenues (2,672,981) Transfers out Change in net position 3,155,957 Total net position at beginning of year 11,065,629 14,221,586 Total net position at end of year

EXHIBIT G COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Cash Flows Proprietary Funds For the Year Ended June 30, 2016

Cash network from operating activities: \$ 23,859,654 Cash received from Medicaid pool funds 7,352,118 Cash paid to suppliers (10,773,260) Cash provided by operating activities (14,777,363) Net cash provided by operating activities: (14,777,363) Transfers to other funds (12,672,981) Net cash (used) for noncapital financing activities: (14,777,363) Purchases of capital and related financing activities: (1350,348) Net cash (used) for capital and related financing activities: (1350,348) Net cash (used) for capital and related financing activities: (144 Net cash provided by investing activities: (144 Net cash provided by investing activities: 144 Net increase in cash and cash equivalents 2,2,074,800 Cash and cash equivalents at beginning of year 2,2,074,800 Cash and cash equivalents at end of year \$ 5,828,794 Adjustments to reconcile operating income to net cash (704,467) Change in deferred outflows related to pension (704,467) Change in deferred outflows related to pension (704,467) Change in deferred outflows of resources: 391,052 Accounts payable 89,059 </th <th>For the Year Ended June 30, 2010</th> <th>Nu</th> <th>rsing Home <u>Fund</u></th>	For the Year Ended June 30, 2010	Nu	rsing Hom e <u>Fund</u>
Cash received from Medicaid pool funds 7.352,118 Cash paid to suppliers (10,785,206) Cash paid to employees (14,777,363) Net cash provided by operating activities: 5.649,203 Cash fill to employees (2,672,981) Net cash (used) for noncapital financing activities: (2,672,981) Net cash (used) for noncapital financing activities: (350,348) Purchases of capital and related financing activities: (350,348) Net cash (used) for capital and related financing activities: (350,348) Net cash (used) for capital and related financing activities: (350,348) Cash fillows from investing activities: (144 Net cash provided by investing activities 144 Net increase in cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 2,2074,800 Cash and cash equivalents at end of year 5 Reconciliation of operating activities: (26,92,921) Operating income 5 5,828,794 Adjustments to reconcile operating income to net (26,952) Change in deferred outflows related to pension (704,467) Change in deferred outflows of resources, liabilities 391,052	Cash flows from operating activities:	•	
Cash paid to suppliers (10,785,206) Cash paid to employees (14,777,363) Net cash provided by operating activities 5,649,203 Cash flows from noncapital financing activities: (2,672,981) Transfers to other funds (2,672,981) Net cash (used) for noncapital financing activities: (350,348) Purchases of capital and related financing activities: (350,348) Purchases of capital and related financing activities: (350,348) Net cash (used) for capital and related financing activities: (14,177,363) Interest on investments (14,177,363) Net cash (used) for capital and related financing activities: (350,348) Net cash provided by investing activities: (14,144) Net cash equivalents at end of year (2,074,800) Cash and cash equivalents at end of year (2,074,800) Reconciliation of operating income to net cash (704,467) Change in deferred outflows related to pension (704,467) Change in deferred outflows related to pension		\$	
Cash paid to employees (14,777,363) Net cash provided by operating activities 5,649,203 Cash flows from noncapital financing activities: 7 Transfers to other funds (2,672,981) Net cash (used) for noncapital financing activities: (14,777,363) Purchases of capital and related financing activities: (2,672,981) Purchases of capital assets (350,348) Net cash (used) for capital and related financing activities: (350,348) Purchases of capital assets (350,348) Net cash flows from investing activities: 144 Net cash provided by investing activities 144 Net cash equivalents at beginning of year 2,2,074,800 Cash and cash equivalents at end of year 3,24,700,818 Reconciliation of operating income to net cash 5,828,794 Adjustments to reconcile operating income to net (35,952) Change in deferred outflows related to pension (704,467) Change in deferred outflows related to pension (32,989) Inventory 4,773 Accounts payable (32,989) Inventory 4,773 Accounts payable 89,059 Accounts payable <td>•</td> <td></td> <td></td>	•		
Net cash provided by operating activities: 5,649,203 Cash flows from noncapital financing activities: (2,672,981) Net cash (used) for noncapital financing activities: (2,672,981) Purchases of capital and related financing activities: (350,348) Purchases of capital and related financing activities: (350,348) Net cash (used) for capital and related financing activities: (350,348) Net cash (used) for capital and related financing activities: (350,348) Cash flows from investing activities: 144 Interest on investments 144 Net cash provided by investing activities 2,626,018 Cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 2,2,074,800 Cash and cash equivalents at end of year \$ 24,700,818 Reconciliation of operating income to net cash provided by operating activities: Operating income \$ 5,828,794 Adjustments to reconcile operating income to net cash provided by operating activities: Depreciation expense 446,150 Change in deferred outflows related to pension (704,467) Change in deferred outflows related to pension (704,467) Charges in assets,			
Cash flows from noncapital financing activities: (2,672,981) Net cash (used) for noncapital financing activities (2,672,981) Cash flows from capital and related financing activities: (2,672,981) Purchases of capital and related financing activities: (350,348) Net cash (used) for capital and related financing activities: (350,348) Net cash (used) for capital and related financing activities (350,348) Cash flows from investing activities: 144 Interest on investments 144 Net cash provided by investing activities 2,626,018 Cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 2,2,074,800 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Operating income 5 Provided by operating activities: 0 Depreciation expense 446,150 Change in deferred outflows related to pension (704,467) Change in deferred outflows of resources; 391,052 Due from other governments (32,989) Inventory 4,773			
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Net cash (used) for noncapital financing activities (2,672,981) Cash flows from capital and related financing activities: (350,348) Purchases of capital assets (350,348) Net cash (used) for capital and related financing activities (350,348) Cash flows from investing activities: 144 Interest on investments 144 Net cash provided by investing activities 2,626,018 Cash and cash equivalents at beginning of year 2,2,074,800 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Reconciliation of operating income to net cash provided by operating activities: 0 Operating income \$ Adjustments to reconcile operating income to net cash provided by operating activities: 144,150 Depreciation expense 446,150 Change in deferred outflows related to pension (704,467) Change in assets, deferred outflows of resources, liabilities and deferred outflows of resources, liabilities and deferred outflows of resources: 391,052 Accounts receivable 391,052 Due from other governments (52,989) Inventory 4,773 Accounts payable (440,586)	Cash flows from noncapital financing activities:		-
Cash flows from capital and related financing activities:	Transfers to other funds		(2,672,981)
Purchases of capital assets (350,348) Net cash (used) for capital and related financing activities (350,348) Cash flows from investing activities: 144 Net cash provided by investing activities 144 Net cash provided by investing activities 144 Net increase in cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 2,2,074,800 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 2,4700,818 Reconciliation of operating income to net cash 5 provided by operating activities: 2 Operating income \$ Change in deferred outflows related to pension (704,467) Change in deferred outflows of resources, liabilities 391,052 and deferred inflows of resources: 391,052 Accounts payable (440,586) Accounts payable 89,059 Accrued expenses (440,586) Due to other governments 19,245 Uncarned revenue 738 Other post-employment benefits payable 146,166 Net pension liability 7,220	Net cash (used) for noncapital financing activities		(2,672,981)
Net cash (used) for capital and related financing activities (350,348) Cash flows from investing activities: 144 Interest on investments 144 Net cash provided by investing activities 144 Net increase in cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 22,074,800 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Operating income 5 Adjustments to reconcile operating income to net 6 cash provided by operating activities: 9 Depreciation expense 446,150 Change in deferred outflows related to pension (704,467) Changes in assets, deferred outflows of resources, liabilities 391,052 and deferred inflows of resources: 39,059 Accounts receivable	Cash flows from capital and related financing activities:		
Cash flows from investing activities: 144 Interest on investments 144 Net cash provided by investing activities 144 Net increase in cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 22,074,800 Cash and cash equivalents at beginning of year 22,074,800 Cash and cash equivalents at end of year \$ 24,700,818 Reconcillation of operating income to net cash provided by operating activities: 0 perating income Operating income \$ 5,828,794 Adjustments to reconcile operating income to net cash provided by operating activities: 446,150 Change in deferred outflows related to pension (85,952) Change in deferred outflows of resources, liabilities 391,052 and deferred inflows of resources: 391,052 Accounts receivable 391,052 Due from other governments (52,989) Inventory 4,773 Accounts payable (440,586) Accounts payable 738 Other governments 19,245 Uncarned revenue 738 Other post-employment benefits payable 146,166 Net pension liability 7,220	Purchases of capital assets		
Interest on investments 144 Net cash provided by investing activities 144 Net increase in cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 22,074,800 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Reconciliation of operating income to net cash 5 provided by operating activities: 0 Operating income 5 Adjustments to reconcile operating income to net 446,150 Change in deferred outflows related to pension (704,467) Change in deferred inflows related to pension (704,467) Changes in assets, deferred outflows of resources; 391,052 Due from other governments (52,989) Inventory 4,773 Accounts payable 89,059 Accounts payable 19,245 Unearned revenue 738 Other post-employment benefits payable 146,166 Net pension liability 7,220	Net cash (used) for capital and related financing activities	<u> </u>	(350,348)
Net cash provided by investing activities 144 Net increase in cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 22,074,800 Cash and cash equivalents at end of year 22,074,800 Cash and cash equivalents at end of year 5 Cash and cash equivalents at end of year 5 Reconciliation of operating income to net cash provided by operating activities: 5 Operating income 5 Adjustments to reconcile operating income to net cash provided by operating activities: 446,150 Change in deferred outflows related to pension (85,952) Change in deferred outflows related to pension (704,467) Changes in assets, deferred outflows of resources, liabilities 391,052 Due from other governments (52,989) Inventory 4,773 Accounts payable 89,059 Accounts payable 19,245 Unearned revenue 738 Other post-employment benefits payable 144	Cash flows from investing activities:		
Net increase in cash and cash equivalents 2,626,018 Cash and cash equivalents at beginning of year 22,074,800 Cash and cash equivalents at end of year 3 Reconciliation of operating income to net cash provided by operating activities: 5 Operating income \$ Adjustments to reconcile operating income to net cash provided by operating activities: 446,150 Depreciation expense 446,150 Change in deferred outflows related to pension (85,952) Change in deferred inflows related to pension (704,467) Changes in assets, deferred outflows of resources, liabilities and deferred inflows of resources: 391,052 Accounts receivable 391,052 Due from other governments (52,989) Inventory 4,773 Accounts payable 89,059 Accounts payable (440,586) Due to other governments 19,245 Uncarned revenue 738 Other post-employment benefits payable 146,166 Net pension liability 22,220	Interest on investments		
Cash and cash equivalents at beginning of year22,074,800Cash and cash equivalents at end of year\$ 24,700,818Reconciliation of operating income to net cash provided by operating activities: Operating income\$ 5,828,794Adjustments to reconcile operating income to net cash provided by operating activities: 	Net cash provided by investing activities		144
Cash and cash equivalents at end of yearS24,700,818Reconciliation of operating income to net cash provided by operating activities: Operating incomeS5,828,794Adjustments to reconcile operating income to net cash provided by operating activities: Depreciation expense446,150Change in deferred outflows related to pension Change in deferred inflows related to pension Change in deferred outflows of resources, liabilities and deferred inflows of resources, liabilities and deferred inflows of resources391,052Due from other governments Inventory(52,989)391,052Due to other governments Unearned revenue19,245Unearned revenue Other post-employment benefits payable Net pension liability146,166 7,220			
Reconciliation of operating income to net cash provided by operating activities: Operating income\$ 5,828,794Adjustments to reconcile operating income to net cash provided by operating activities: Depreciation expense446,150Change in deferred outflows related to pension Change in deferred inflows related to pension Changes in assets, deferred outflows of resources, liabilities and deferred inflows of resources, liabilities391,052Due from other governments Inventory(52,989)Inventory Accounts payable89,059Accounts payable Other governments19,245Uncarned revenue Other post-employment benefits payable738Other post-employment benefits payable146,160Net pension liability2000000000000000000000000000000000000	Cash and cash equivalents at beginning of year		
provided by operating activities:\$ 5,828,794Operating income\$ 5,828,794Adjustments to reconcile operating income to netcash provided by operating activities:Depreciation expense446,150Change in deferred outflows related to pension(85,952)Change in deferred inflows related to pension(704,467)Changes in assets, deferred outflows of resources, liabilities391,052and deferred inflows of resources:(52,989)Inventory4,773Accounts receivable89,059Inventory4,773Accounts payable(440,586)Due to other governments19,245Unearned revenue738Other post-employment benefits payable146,166Net pension liability7,220	Cash and cash equivalents at end of year	<u>s</u>	24,700,818
provided by operating activities:\$ 5,828,794Operating income\$ 5,828,794Adjustments to reconcile operating income to netcash provided by operating activities:Depreciation expense446,150Change in deferred outflows related to pension(85,952)Change in deferred inflows related to pension(704,467)Changes in assets, deferred outflows of resources, liabilities391,052and deferred inflows of resources:(52,989)Inventory4,773Accounts receivable89,059Inventory4,773Accounts payable(440,586)Due to other governments19,245Unearned revenue738Other post-employment benefits payable146,166Net pension liability7,220	Reconciliation of operating income to net cash		
Operating income\$ 5,828,794Adjustments to reconcile operating income to net cash provided by operating activities: Depreciation expense446,150Change in deferred outflows related to pension(85,952)Change in deferred inflows related to pension(704,467)Changes in assets, deferred outflows of resources, liabilities and deferred inflows of resources:391,052Due from other governments(52,989)Inventory4,773Accounts payable89,059Accrued expenses(440,586)Due to other governments19,245Unearned revenue738Other post-employment benefits payable146,166Net pension liability7,220	• -		
Adjustments to reconcile operating income to net cash provided by operating activities: Depreciation expense446,150Change in deferred outflows related to pension(85,952)Change in deferred inflows related to pension(704,467)Changes in assets, deferred outflows of resources, liabilities and deferred inflows of resources:391,052Due from other governments(52,989)Inventory4,773Accounts payable89,059Accrued expenses(440,586)Due to other governments19,245Unearned revenue738Other post-employment benefits payable146,166Net pension liability7,220	• • • •	\$	5,828,794
cash provided by operating activities:446,150Depreciation expense446,150Change in deferred outflows related to pension(85,952)Change in deferred inflows related to pension(704,467)Changes in assets, deferred outflows of resources, liabilities391,052and deferred inflows of resources:391,052Accounts receivable(52,989)Inventory4,773Accounts payable89,059Accrued expenses(440,586)Due to other governments19,245Unearned revenue738Other post-employment benefits payable146,166Net pension liability7,220	• •		
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			7,220
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See accompanying notes to the basic financial statements

EXHIBIT H

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COUNTY OF HILLSBOROUGH, NEW HAMPSHIRE Statement of Fiduciary Net Position Fiduciary Funds June 30, 2016

ASSETS	Agency Funds
Cash and cash equivalents	\$ 468,356
Accounts receivable	5,000
Total Assets	<u>\$ 473,356</u>

LIABILITIES

Due to specific individuals	<u>\$ 473,356</u>	
Total Liabilities	\$ 473,356	

See accompanying notes to the basic financial statements

FORM NUMBER P-37 (version 5/8/15)

<u>Notice</u>: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

<u>1. IDENTIFICATION.</u>		·····		
1.1 State Agency Name		1.2 State Agency Address		
Department of Education		21 South Fruit Street, Suite #20		
		Concord, NH 03301	·	
1.3 Contractor Name		1.4 Contractor Address		
North Country Education Service	•c	300 Gorham Hill Road		
Horal Cominy Education Service		Gorham, NH 03581		
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number				
603-752-1927 ^{.7}	See Exhibit B	June 30, 2018	\$160,331.89	
1.9 Contracting Officer for State	Agency	1.10 State Agency Telephone Nu	imber	
Art Ellison		603-271-6698	•	
			;	
1.11 Contractor Signature		1.12 Name and Title of Contrac		
lil	A 1	Lori Langlois, Executive Directo	Ł ,	
Fou Jang	1200			
1.13 Acknowledgement: State		 	·	
1.13 Acknowledgement: State o	or New Humpshy County of	.CV \$		
On Arequest 110, 2017 before	the undersigned officer personal	y appeared the person identified in	block 1.12 or satisfactorily	
		knowledged that s/he executed this		
indicated in block 1.12				
1.13.1 Signature of Notary Publ	ic or Justice of the Peace			
	D. A. Chiki	· Not Sitel		
1.13.1 Signeture of Notary Public or Justice of the Peace Oube, Notary Public				
[Seal]	· · · · · · · · · · · · · · · · · · ·			
[Seal] , 1.13.2 Name and Title of Notary or Justice of the Peace BETTY A. LEWELIN-DUBE, Notary Public				
	elin-Dube.	. My Commission	Expires October 21, 2020	
1.14 State Agency Signature		1.15 Name and Title of State Ag	ency Signatory	
al GIA	G. Rail	a li alum a n	Drum	
ny nov	Date: Date:	FRANK EDELBLUT, COMM	NISSIMER OF EAUCATION	
1.16 Approval by the N.H. Depa	artment of Administration, Divisio	n of Personnel (if applicable)	1	
D		Discourse One		
By: Director, On:				
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)				
By: Charles K.	Mc Inky e	On: 8/31/17		
1.18 Approval by the Governor	and Executive Council (if applica	ble)		
		<u>_</u>		
By:		On:		

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of finds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

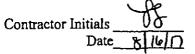
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA. chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State. 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

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Contractor Initials 78 Date 8

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto:

Page 4 of 4

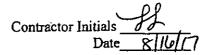


EXHIBIT A

The Services

Services will be provided at their facility in Berlin at 166 Main Street as well as at two outreach sites: Weeks Memorial Library in Lancaster and at the Colebrook Public Library. The program serves students from multiple communities in Coos County.

Coos County Adult Learner Services, through North Country Education Services, will provide the following services:

Project Descriptions

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
 physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

Page 1 of 7 Date: 8116

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
 Plan including curriculum alignment with the College & Career Readiness Standards for Adult
 Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting System-approved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

Page 2 of 7 _____ Contractor Initials: _____ Date: <u>R_IIII</u>7

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ALS program:

٠	FY18	
	70	

Page 3 of 7 Contractor Initials: ______ Date: ______

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY18
Administrative	\$65,399.74
Administrative Benafits	50,395.91
Math Service Contract Service Provider	3,052.80
Contract Internet Service Provider	325.00
Rent	10,200.00
Insurance	160.00
Phone	1,680.00
Postage	300.00
Advertising	400.00
Printing	1,150.00
Travel	6,587.00
Energy Utilities	700.00
Books & Information	5,000.00
Digital Subscriptions	500.00
Office Supplies	2,500.00
Professional Organization Dues	105.00
Indirect Cost	11,876.44
Totals	\$160,331.8 9

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$160,331.89.
- The total of the approved budget shall not exceed \$160,331.89 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

Page 4 of 7 ______ Contractor Initials: ______ Date: ________

- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to, another.

Limitation on Price:

This agreement will not exceed: \$160,331.89

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Eunding Source

. Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-072-500575 Grants - Federal	\$ 48,099.57
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$112.232.32</u>
	\$160 331 89

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Page 6 of 7 _____ Contractor Initials: _____ Date: ______Date: ______

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

 OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549.
 "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

- 1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.
- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.
- 4. Agreement of the parties.
- 5. Approval of the Governor and Council

Page 7 of Contractor Initials Date:

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY EDUCATION SERVICES AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 29, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66448



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 24th day of April A.D. 2017.

William M. Gardner Secretary of State

Certificate of Authority

1, Kathleen Kelley, Clerk/Secretary of North Country Education Services do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is true and complete copy of the resolution adopted by the board of directors of the corporation at a meeting of that board on June 18, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;

That: North Country Education Services will enter into a contract with the Department of Education to provide adult learner services. This resolution shall remain in effect until specifically revoked.

That: North Country Education Service's Board of Directors has named Lori Langlois as having authority to sign the contract with the New Hampshire Department of Education.

(4) The following is a true and complete copy of a by-law adopted at a Board of Director's meeting on June 14, 2016.

- (5) The foregoing resolution(s) and by-law are in full force and effect unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Paul Bousquet, President

Cheryl Baker, Vice President

Annemarie Platt, Treasurer/Secretary

Kathleen Kelley, Co-Treasurer/Co-Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 16th day of August, 2017.

Clerk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Coos

On August 16, 2017, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

BETTY A. LEMELIN-DUBE, Notary Public My Commission Expires October 21, 2020

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Primex"

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) orty, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	Member Number:		Compi	ny Af	ording Coverage:	
North Country Education Services North Country Education Services Foundation 300 Gorham Hill Road Gorham, NH 03581	953	!	Bow 46 D	Brool	Risk Management Ex < Place an Street NH 03301-2624	xchange - Primex ³
	Effective Dates	CEXPIRE DON			1 min strandt alland	MINAL DESIGNATION OF
X General Liability (Occurrence Form)	7/1/2017	7/1/20			h Occurrence	\$ 5,000,000
Professional Liability (describe)	111/2011	17 1120		Gen	eral Aggregate	\$ 5,000,000
Claims Occurrence		l		Fire fire)	Damage (Any one	,
				Med	Exp (Any one person)	
Automobile Liability Deductible Comp and Coll:					nbined Single Limit Accident)	
Any auto				Agg	regate	
X Workers' Compensation & Employers' Liabilit	Y 7/1/2017	7/1/20	18	X	Statutory	
				Eac	h Accident	\$2,000,000
,				Dise	:838 — Each Employee	\$2,000,000
		[,	Dise	ase — Policy Limit	
Property (Special Risk Includes Fire and Theft)					tet Linit, Replacement (unless otherwise stated)	
		•				•

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Managoment Exchange
			By: Parmay Down
NH Dept of Education Adult Basic Education 101 Pleasant St Concord, NH 03301	ı .		Date: 6/16/2017 tdenver@nhprimex.org Please direct inquires to: Primex ² Clalms/Coverage Services



BOARD OF DIRECTORS FY 2017 - 2018

Jody Camille Member at Large, Personnel WMCC-Berlin 2020 Riverside Drive Berlin, NH 03570-3717 752-1113 jcamille@ccsnh.edu

Corinne Cascadden Finance & Policy Member Superintendent SAU 3 183 Hillside Avenue Berlin, NH 03570-1817 752-6500 PH/ 752-2528 FX ccascadden@sau3.org

Pierre Couture Finance Member Superintendent SAU 35 260 Cottage Street Ste C Littleton, NH 03561-4143 444-3925 PH / 444-6299 FX p.couture@sau35.org

Susan Hodgdon Superintendent SAU 77 PO Box 130 Monroe, NH 03771-0130 638-2800 PH/ 638-2031 FX shodgdon@monroeschool77.com

Bernard Keenan Member at Large Personnel Member

Kathleen Kelley Member at Large Finance Committee NCES Co-Treasurer/Secretary Randolph Hill Road Randolph, NH 03593 466-5324 kukelley@me.com

Michael Kelley Superintendent SAU 58 15 Preble Street Groveton, NH 03582-4135 636-1437 PH / 636-6102 FX m_kelley@sau58.org Laurie Melanson Superintendent SAU 23 2975 Dartmouth College Hwy North Haverhill, NH 03774-4535 787-2113 PH ext 18 / 787-2118 FX Imelanson@sau23.org

Judith McGann Policy Member Superintendent SAU 68 PO Box 97 Lincoln, NH 03251-0097 745-2051 PH / 745-2352 FX jmcgann@lin-wood.org

Robert Mills Member at Large, Finance Committee

Dr. Steven Niihas Superintendent SAU 84 102 School St. Littleton, NH 03561 444-5215 PH/444-3015 FX sniihas@littletonschools.org

Annemarie Platt Member at Large Personnel Member NCES Treasurer/Secretary 9 Gill Street Gorham, NH 03581-4910 752-7493

Pamela Stimpson Superintendent Designee SAU 9 Director of Special Services SAU 9 176A Main Street, Conway, NH 03818 447-8368, Fax: (603) 447-8497 p_stimpson@sau9.org

Alternate director:

Cynthia Martindill Member at Large CMartindill@vtc.vsc.edu 802.728.1586

Directors Serve Without Compensation.

Updated 06-20-17

Dr. Marion Anastasia Personniel Member Superintendent SAU 36 14 King Square Whitefield, NH 03598-3302 837-9363 PH / 837-2326 FX manastasia@sau36.org

Dr. Cheryl Baker

Board VP, Policy Member Plymouth State University, Coordinator, Assessment for Educator Preparation-MSC 55 Plymouth State University Plymouth, NH 03264 535-2737 PH/ 535-2572 FX cbaker@plymouth.edu

Bruce Beasley Personnel Member Superintendent SAU 7 21 Academy Street Colebrook NH 03576

237-5571 ext 15 bbeasley@sau7.org

Randy Bell Member at Large, Policy

Robert Boschen Member at Large Executive Director Tri-County CAP 30 Exchange St Berlin, NH 03570 603-752-7001 rboschen@tccap.org

Paul Bousquet Board President, Finance Member Superintendent SAU 20 123 Main Street Gorham, NH 03581-1659 466-3632 PH ext 5 / 466-3870 FX paul.bousquet@sau20.org

Salary Information for Key Personnel

Coos County Adult Learner Services (North Country Education Services) Project: ALS

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	Administrative		[Enter Number of	(Enter the Number		
	[Enter Administrative Title]		Hours per Week]	of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Coordinator	Peggy Blais	35	38	\$27.82	\$37,000.60
2	Assistant Coordinator	Gayle Theberge	35	38	\$20.31	\$27,012.30
	· · ·		· · · · · · · · · · · · · · · · · · ·		Administrative TOTAL	\$ 64,012.90

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Peggy Blais

Objective	To coordinate the delivery of adult education services in Coos County NH				
Experience	2009-present Coordinator	Adult Learner Services/NCES	Coos County, NH		
	 Responsible for all Maintain records, s Manage program b Collaborate with a Supervise program 	udget rea programs n staff	ram '		
	1997-2009	Pursue professional growth 1997-2009 Adult Learner Services/NCES Coos			
	Assistant Coordinator Assist Coordinator Provide instruction Recruit/train volunte	Coos County, NH			
	1997-2003	Child Care Services/NCES	Coos County, NH		
	 Parent Counselor/Prog Develop and impler Resource & Water Schedule Trainings Assist in developing Counsel parents or 				
	1992-1996 Volunteer Tutor, Adult	NCES Ed Aide, Mentorship Supervisor,	Coos County, NH		
Education	1993-present	Granite State College	Gorham, NH		
 Various certificates and Professional Development hours available upon request. 					

References References are available on request.

Statements of Financial Positi June 30, 2016 and 2015		
All numbers are expressed in USA Dollars	······	<u> </u>
<i>,</i>	2016	2015
ASSETS		
· · · · · · · · · · · · · · · · · · ·		
CURRENT ASSETS	43,854	18
Cash	45,683 456,683	349,88
Investments	61,371	117,73
Accounts receivable Grants receivable	42,353	50,18
Prepaid expenses '		5,54
Frepaid expenses	604,261	523,53
RESTRICTED CASH	22,608	22,60
BRADERTY AND FAILEMENT		
PROPERTY AND EQUIPMENT Land	35,000	35,00
Lano Buildings	609,967	609,96
Equipment	82,609	138,47
Less: accumulated depreciation	(515,682)	(523,86
Less. accumulated depreciation	211,894	259,57
	838,763	805,72
LIABILITIES AND NET ASSETS	·	
LIABILITIES		,
Current		
Line of credit	· •	31,50
Current maturities of long-term debt:		
Mortgage Note Payable	18,197	17,13
Accounts payable	1,979	66,69
Deferred revenues	1,500	1,37
	21,676	116,71
Long-lerm, less current manurtiles		• • • •
Mortgage Note Payable	63,488	81,68
Contingency for unfunded pension obligations:		
Agency share of NHRS net pension liabilities,		
deferred inflows and outflows of resources -		
per the requirements of GASB 68 (see note)	1,278,298	1,319,21
	1,341,786	1,400,90
	1,363,462	
NET ASSETS		
Unrestricted:		
Net investment in property & equipment	130,209	160,75
Available to operations	421,710	377,70
Deficit related to unfunded pension obligations	<u>(1,278,298)</u> (726,379)	(1,319,21 (780,76
Temporarily restricted:		
For loan guarantees	22,608	22,60
For program purposes	179,072	46,25
• • • • • •	201,680	68,86
	(524,699)	(711,89
	838,763	805,72

Exhibit A NORTH COUNTRY EDUCATION SERVICES AGENCY Statements of Financial Position June 30, 2016 and 2015

The accompanying notes are and integral part of these financial statements.

and a stall familie with the state of the state of the state of the NORTH COUNTRY EDUCATION SERVICES AGENCY Statements of Activities For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars

	<u> </u>	2016	2015				
		Temporarily			Temporarily	ily	
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	
OPERATING SUPPORT, REVENUES		-					
AND RECLASSIFICATIONS		•		•			
Federal grants		111,571	111,571		231,981	231,981	
State grants		160,596	160,596		193,441	193,441	
Local government agencies		129,131	129,131		101,161	101,161	
Other non-profit agencies		266,534	266,534		81,795	81,795	
Program service revenue	1,370,171		1,370,171	1,284,265		1,284,265	
Net assets released from restriction:							
Satisfaction of program restrictions	533,175	(533,175)	-	629,248	(629,248)	•	
,	1,903,346	134,657	2,038,003	1,913,513	(20,870)	1,892,643	
OPERATING EXPENSES							
Program Services:							
NCES Programs	867,093		867,093	828,215	•	828,215	
Adult Learner Services	137,228		137,228	136,950		136,950	
Distance Learning	135,392		135,392	141,809		[41,809	
STEM	129,131		129,131	101,161		101,161	
SAHE	66,330		66,330			-	
NH Center for Learning	59,700		59,700	13,055		13,055	
NISL	56,623		56,623	17,023		17,023	
Next Steps NH	51,815		51,815	64,725	,	64,725	
ABE College Transitions	5,061		5,061	6,880		6,880	
Tillotson - No. of the 44th	- 3,128		3,128	1,787		1,787	
Community Engagement	2,125		2,125			-	
- NASA/UCAR			-	90,000	-	90,000	
Migrant		_	-	50,000		50,000	
Tillotson - Operations		·	-	50,000		50,000	
Indistar			-	31,765		31,765	
Migrant 2			-	30,000		30,000	
SLDS		•	-	15,860		15,860	
Film Festival			-	1,990	•	1,990	
Tillotson - Spansorship			-	1,000		1,000	
	1,513,626	- ,	1,513,626	1,582,220		1,582,220	

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•	OUNTRY EDU	dilbli B CATION SERV Is of Activities ding June 30, 201		Y .		
All amounts are expressed in USA Dollars						
		2016	<u> </u>		2015	
		Temporarily			Temporarily	
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Support services:						
Management and genéral	344,200		344,200	339,412		339,412
	1,857,826	•	1,857,826	1,921,632		1,921,632
NET OPERATING INCOME(LOSS)	45,520	134,657	180,177	(8,119)	(20,870)	(28,989
NONOPERATING SUPPORT, REVENUES AND RECLASSIFICATIONS						
Investment income	7,018		7,018	36,576		36,576
	7,018	-	7,018	36,576		36,576
CHANGE IN NET ASSETS	52,538	134,657	- 187,195	28,457	(20,870)	7,587
NET ASSETS (DEFICIT) - BEGINNING, as restated	(778,917)	67,023	(711,894)	(807,374)	87.893	(719,481
NET ASSETS - ENDING	(726,379)	201,680	(524,699)	(778,917)	67.023	(71 <u>1</u> ,894)

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The accompanying notes are and integral part of these financial statements.

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		ts of Functional E ars Ending June 30	xpenses			
All annuals are expressed in USA Dollars						
		2016			2015	
	Regular	Management		Regular	Management	
• •	Educational	and		Educational	and	
•	Programs	General	Total	Programs	General	Total
EXPENSES						
Salaries and other compensation	688,572	222,048	910,620	698,339	215,639	913,978
Pension expense	60,959	18,193	79,152	63,626	16,743	80,369
Other Employee benefits	115,324	45,412	160,736	147,216	49,380	196,596
Payroll taxes	56,629	17,741	74,370	58,868	18,027	76,895
Staff development	1,800		1,800	3,455		3,455
Contracted services	280,940	7,000	287,940	280,623	6,200	286,823
Occupancy	34,733	8,056	42,789	37,442	8,960	_46,402
Administrative expenses	20,733	7,396	28,129	24,612	6,752	31,364
Travel	30,586	5,066	35,652	36,126	6,584	42,710
Materials & supplies	183,049		183,049	198,530	-	198,530
Depreciation	35,763	11,921	47,684	28,533	9,511	38,044
Interest	4,538	1,367	5,905	4,850	1,616	6,466
	1,513,626	344,200	1,857,826	1,582,220	339,412	1,921,632

Exhibit C NORTH COUNTRY EDUCATION SERVICES AGENCY

The accompanying notes are and integral part of these financial statements.

Exhibit D NORTH COUNTRY EDUCATION SERVICES AGENCY Statements of Cash Flows

For the Fiscal Years Ending June 30, 2016 and 2015

All amounts are expressed in USA Dollars		
	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES	· _ ·	
Net operating income(loss)	180,177	(28,989)
Adjustments to reconcile to net cash		
provided by (used in) operating activities:		
Depreciation Expense	47,684	38,044
Difference between pension expense for GASB 68	•	
and NHRS plan contributions	(40,920)	(31,570)
Change in assets and liabilities:		
(Increase) decrease in assets:	٥	
Accounts receivable	56,360	(31,236)
Grants receivable	7,836	10,428
Prepaid expenses	5,548	(5,548)
Increase (decrease) in liabilities:		
Accounts payable	(64,719)	59,682
Agency deposits	-	(164,205)
Deferred revenues	124	(1,537)
	192,090	(154,931)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets	•	(1,476)
Earnings on investments	7,018	36,576
Purchase of Investments	(106,796)	63,489
•	(99,778)	98,589
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase(decrease) in line of credit	(31,500)	31,500
Principal payments - mortgage notes	(17,139)	(16,141)
	(48,639)	15,359
NET INCREASE (DECREASE) IN CASH	43,673	(40,983)
CASH - BEGINNING	22,789	63,772
CASH - ENDING	66,462	. 22,789
SUPPLEMENTAL DISCLOSURES		
OF CASH FLOW INFORMATION		
Cash payments for interest	5,905	7,605

The accompanying notes are and integral part of these financial statements.



Paul Leather Deputy Commissioner

Frank Edelblut Commissioner

> STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Plessant Street Concord, N.H. 03301 TEL (603) 271-3495 FAX (603) 271-1953

August 9, 2017

His Excellency, Governor Christopher T. Sununu and The Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into contracts with the vendors listed below, in an amount not to exceed \$2,792,964.69 to provide adult education and literacy programs as defined under the Workforce Innovation and Opportunities Act of 2014, effective upon Governor and Council approval through June 30, 2018, with an option to renew for two (2) additional one year terms. **30% Federal Funds**, **70% State Funds**.

	Vendor Code	<u>FY2018</u>
Ascentria Community Services, Inc.	222201	\$ 194,786.15
Fuller Public Library	177407	\$ 83,309.24
International Institute of New England	177551	\$848,128.47
Nashua Adult Learning Center	167121	\$ 827,870.45
Second Start	177224	\$ 409,557.97
Southern New Hampshire Services - Portsmouth	177198	\$ 185.975.94
Southern New Hampshire Services - English for New	117198	\$ 243,336.47
Americans		

TOTAL:

\$2,792,964.69

Funds to support this request are available in the account entitled Adult Education:

06-56-56-565010-2535-072-500575	Grants – Federal		\$ 837,889.41
06-56-56-565010-2535-601-500931	State Fund Match		<u>\$1,955,075,28</u>
			\$2,792,964.69

His Excellency, Governor Christopher T. Sununu and the Honorable Council August 9, 2017 Page 2

EXPLANATION

Approval of this request will allow the six (6) contractors to provide one or more of the following adult education and literacy programs: Adult Basic Education, English as a Second Language, Adult Learner Services, Integrated Education and Training and Integrated English Literacy and Civics Education. See Attachment B for specific programs to be provided by each Contractor.

The Adult Basic Education Program (ABE), authorized under Ed 703, provides educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives. The goal of the program is to move students into secondary programs to attain a high school credential, either a diploma or an equivalency certificate, so they can eventually transition into postsecondary education, training, and/or employment.

The English as a Second Language Program (ESL), authorized under Ed 703, provides foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, and/or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

The Adult Learner Services Program (ALS) is a regionally-based program that uses a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The tutors are provided with training and on-going support as they work with their students to reach individual educational goals.

The Integrated Education and Training program (IET) provides adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. Additionally, the adult education component of the program must be aligned to the State's standards for adult education as described in the State's Workforce Plan and the program must be a part of a career pathway.

The Integrated English Literacy and Civics Education (IELCE) is a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries. Services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

Under the Workforce Innovation and Opportunity Act of 2014 a Request for Proposals (RFP) was released February 24, 2017 on the NH Department of Education's website and the Manchester Union Leader on February 24, 2017. All federal and state adult education grants are awarded through a competitive application process that is open to school districts, private-not-for-profits, and governmental agencies. Twenty-two proposals were received and reviewed using the proposal criteria in the RFP for evaluating the applications contained in the Adult Education and Family Literacy Act – Workforce Innovation and Opportunity Act of 2014 (See Attachment A). Grants were awarded to eight private-not-for-profit organizations, twelve school districts, and one governmental agency based on applications received from eligible organizations that met the criteria for funding (See Attachment B). The school districts will receive the awarded funds through the Grants Management

TDD Access: Relay NH 711 EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES His Excellency, Governor Christopher T. Sununu and the Honorable Council August 9, 2017 Page 3

System used by the Department.

The Bureau of Adult Education provides educational services to approximately eight thousand adults each year. The New Hampshire Department of Education's Grants Management System will be utilized to grant funds to all contractors.

Should federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,

Frank Edelblut Commissioner of Education

DOE Share Data/Common/Adult Ed/2017 Adult Ed Proposats/One Year Contracts/

Attachment A

A request for adult education and literacy activities proposals operating under the Workforce Innovation and Opportunities Act of 2014 (WIOA), Title II, for the term of three (3) years was released on February 24, 2017. The notice was published in the Union Leader on February 24, 2017, posted on the NH Department of Education's website, and sent electronically to any party expressing an interest in submitting an application.

In accordance with WIOA, only applications submitted by eligible providers were granted funding. WIOA defines an eligible provider as:

The term "eligible provider" means an organization that has **demonstrated effectiveness** in providing adult education and literacy activities that may include—

- (A) a local educational agency;
- (B) a community-based organization or faith-based organization;

(C) a volunteer literacy organization;

(D) an institution of higher education;

(E) a public or private nonprofit agency;

(F) a library;

(G) a public housing authority;

(H) a nonprofit institution that is not described in any of subparagraphs (A) through (G) and has the ability to provide adult education and literacy activities to eligible individuals;
 (I) a consortium or coalition of the agencies, organizations, institutions, libraries, or authorities described in any of subparagraphs (A) through (H); and

(J) a partnership between an employer and an entity described in any of subparagraphs (A) through (I).

Additionally, the Bureau of Adult Education considered the degree to which the proposal addressed the following WIOA-required criteria:

- Responsiveness to Regional Needs: How well does the proposed program meet the educational, economic, and social/cultural needs of the local region?
- Serving the Most in Need: How well does the proposed program serve individuals in the community who were identified as most in need of adult education and literacy activities, including English language acquisition and civics education programs?
- Service Delivery Format and Schedules: How well does the proposed program enable individuals to attend and complete classes through flexible scheduling, sufficient instructional time per week, and appropriate delivery methods?
- Proposed Curricula and Contextualized Instruction: How well does the proposed program provide curricula designed to meet the needs of the participants, especially through contextualized instruction?
- Alignment with the State Workforce Plan: How well does the proposed program align with the strategies and goals of the State Workforce Plan particularly in the area of curriculum, adult education and literacy activities, state leadership activities, and performance measures?
- Intensity, Quality and Best Practices: How well does the proposed program meet the requirement of being of sufficient intensity and quality? This includes the degree to which instructional practices are based on the most rigorous research available.
- Integration of Technology Services and Digital Systems: How well does the proposed program incorporate the use of technology, especially with regard to distance learning?
- Meeting Program Outcomes: How well has the proposed program met program outcome goals in the past and how will the program meet performance goals in the future?
- Reporting: How well does the proposed program collect, store, enter, and analyze students and program data?
- Implementation Timeline: Will the proposed program be positioned to start by September 15, 2017?
- Budget and Budget Narrative: How well does the proposed program present a cost-conscious budget with a primary focus on providing quality services to eligible individuals?

Proposal Criteria in RFP:

In accordance with WIOA, all applicants need to be an eligible provider with demonstrated effectiveness. The Composite Technical Score was used to determine if the applicant was an eligible provider. All scores above 150 were considered acceptable.

For each program specific application, the Program Design was evaluated. That score was added to the Composite Technical Score for a total score. All total scores above 500 were considered acceptable.

		Maximum Score
2 a	Eligible Provider with Demonstrated Effectiveness	200
Composite Technical Score	Operational Capacity	100
9. –	Total Composite Technical Score (Minimum 150)	300
	Responsiveness to Regional Needs	50
_	Serving the Most in Need	100
Program Design	Service Delivery Format and Schedules	75
es	Proposed Curricula and Contextualized Instruction	50
0	State Workforce Board Alignment	75
BTT	Intensity, Quality and Best Practices of Program	100
-16 	Integration of Technology Services and Digital Systems	50
20	Meeting Program Outcomes	50
μ.	Reporting	50
	Implementation Timeline	25
	Budget & Budget Narrative	75
	TOTAL SCORE (Minimum of 500)	1000

Reviewers:

- Margaret Selig, retired program director from the Laconia Adult Education Program with more than 30 years of experience running adult education programs.
- Bryan Larson, retired program director from the Salem Continuing Education Program with more than 20 years of experience running adult education programs.
- Christine Powers, retired program director from Manchester Adult and Community Learning with more than 25 years of experience running adult education programs.
- Sarah Bennett, Educational Consultant for the NH Bureau of Adult Education with more than 20
 years of experience in alternative education including adult education and charter schools.
- Arthur Ellison, Administrator for the NH Bureau of Adult Education with more than 35 years administering adult education programs.

State Workforce Board Review

In accordance with WIOA, all applications were reviewed and accepted by the State Workforce Investment Board as indicated in the minutes of the July 7, 2017 meeting.

Geographic Distribution

The RFP specified that there be at least one program in each NH county that provides each of the following services: Adult Basic Education, English as a Second Language (and Adult High School Diploma, under a separate application process). ALS provides ABE and ESL services.

	ABE	ESL	ALS	I	ABE	ESL	ALS
Belknap	1	1		Hillsborough '	2	3	3
Carroll	-		1 1	Merrimack	2	2	1
Cheshire	1	1	1	Rockingham	4	4	2
Coos		1	1	Strafford	1	1	1
Grafton			3	Sullivan	1	•	

* Due to low numbers, ESL services are provided under the ABE grant.

Page 2 of 2

Attachment B

Evaluation Scoring and Funding Recommendations

<u>Key</u>

- The 3 digit number is the Average Evaluation Score for the application
- NRF means Not Recommended for Funding
- A shaded box indicates that the center did not apply for this type of program

Private-Not-for-Profits Applicant Name	County	adur Adult Basic Education	English as a Second Language	Aduit Learner Services	Integrated Education & Training	Integrated English Literacy & Civics Education	Contract Limit
Ascentria Community Services, Inc.	Merrimack		9 08		900		\$194,786.15
Fuller Library (Project LIFT)	Hillsborough			682		Salaran ya Ka	\$ 83,309.24
Holy Cross Family Literacy Center	Hillsborough			1. A. M.		700	\$ 123,503.60
International Institute of New England	Hillsborough		948		950	935	\$ 848,128.47
Nashua Adult Learning Center	Hillsborough	964	968	750	e u raya Sarta	956	\$ 827,870.45
North Country Education Services	Coos	E ROSE		640			\$ 160,331.89
Second Start	Merrimack	857	940	788			\$ 409,557.97
Southern New Hampshire Services – Portsmouth Adult Education	Rockingham	890	880				\$ 185,975.94
Southern New Hampshire Services – English for New Americans	Hillsborough		793	738			\$ 243,336.47
					-	TOTAL	\$3,108,766.25

Government Agency Applicant Name	County	Adult Basic Education	English as a Second Language	Adult Learner Services	Integrated Education 5 Training	Integrated English Literacy & Civics Education	Contract Limit
Hillsborough County House of Corrections	Hillsborough	692		•	•		\$ 31,966.
		f	4 <u></u>		<u></u>	TOTAL	\$ 31,966.

School Districts Applicant Name	County	Adutt Basic Education	English as a Second Language	Adult Learner Services	Integrated Education £ Training	Integrated English Literacy & CMcs Education	Contract Limit
Claremont (SAU 6)	Sullivan	817		1.7459733 1 1			\$ 101,211.00
Deny (SAU 10)	Rockingham	766	802	829			\$ 134,718.77
Dover (SAU 11)	Rockingham	951	947	897	940	942	\$ 638,470.77
Exeter (SAU 16)	Strafford	924	910	890			\$ 294,377.59
Franklin (SAU 18)	Merrimack	665					\$ 32,037.53
Governor Wentworth (SAU 49)	Carroli			606			\$ 125,756.23
Keene (SAU 29)	Cheshire	795	750	797	772	753	\$ 161,265.67
Laconia (SAU 30)	- Belknap	623	545	NRF			\$ 45,749.00

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Lebanon (SAU 88)	Grafton		641	1777 - SA 177		\$-84,025.07
Littleton (SAU 35)	Grafton		567	50 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	- 1	\$ 160,331.89
Plymouth (SAU 48)	Grafton		677		• •	\$ 20,952.00
Salem (SAU 57)	Rockingham	757	773	12.	NRF	\$ 103,439.18
<u>.</u>				T	OTAL	\$ 1,902,334.70

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FORM NUMBER P-37 (version 5/8/15)

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Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.								
1.1 State Agency Name		1.2 State Agency Address						
Department of Education		21 South Fruit Street, Suite #20						
		Concord, NH 03301						
· · · · · · · · · · · · · · · · · · ·								
1.3 Contractor Name		1.4 Contractor Address	•					
Ascentria Community Services, Inc.		261 Sheep David Road, Ste, A-	-1					
		Concord, NH 03301						
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation					
Number	1							
603-224-8111	See Exhibit B	June 30, 2018	\$194,786.15					
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone N	Number					
Art Ellison	<u> </u>	603-271-6698						
1.11 Contractor Signature	- <u>-</u>	1.12 Name and Title of Contractor Signatory						
		Tim Johnstone, Executive Vice President						
1.13 Acknowledgement: State of NH , County of HillSbereugh								
On Aug - Jan befor	On Aug, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily							
proven to be the person whose n	ame is signed in block 1 11 and a	knowledged that she executed the	is document in the capacity					
proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.								
1.13.1 Signature of Notary Public or Justice of the Peace								
Cimb Kaly My Commission Exercise Manshare *								
[Seal] My Commission Expires March 23, 2021								
1.13.2. Name and Title of Notary or Justice of the Peace								
Amber Raby, Admin								
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory								
hug/w/ Date: 8,9-17								
1.16 Approval by the N.H. Der		on of Personnel (if applicable)						
	1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)							
By:	•	Director, On:						
<i></i>	by. Dictor, on							
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)								
By: SRI	chatyn	On: 8/9/17	ĺ					
1 Cu Ol	curyu							
1.18 Approval by the Governor	and Executive Council (if application	able)						
in contraction	, , , , , , , , , , , , , , , , ,							
By:		On:.						
,								
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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of

appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employée or official, who is materially involved in the procurement, administration or performance of this `

Page 2 of 4

Contractor Initials Date

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two

(2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor, an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMINIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of. based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Contractor Initials

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees. certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

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EXHIBIT A

The Services

Services at Ascentria Community Services, Inc. will be provided at the Immaculate Heart of Mary on Loudon Road in Concord. Students receiving services will be from the City of Concord and its surrounding communities.

Ascentria Community Services, Inc. in Concord will provide the following services:

Project Descriptions

Project 1: English as Second Language (ESL)

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English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speakingⁱEnglish less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector Initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

Contractor initials: ______ Date: ______

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

Intensity, Quality and Best Practices

- The.Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

 The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

Contractor Initia

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ESL program:

FY18	
80	

Project 2: Integrated Education & Training (IET)

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

IET programs shall provide the following services:

Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship", without a high school diploma or those who are unemployed from US Census's American Community Survey to target, recruitment, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

Serving the Most in Need

- The Contractor is responsible for Identifying, recruiting, and serving students who are most in need of adult education and literacy activities including integrated education and training.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to
 employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

· Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IET program in accordance with WIOA regulations as defined in WIOA 203(11):
 - o Adult Education and Literacy Activities
 - o Workforce preparation activities
 - o Occupationally-specific workforce training activities

Page 3 of 9

Contractor Initials

Classes must have a minimum of eight active enrollments and plan for handling waiting lists.

Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is responsible for the development and implementation of a curriculum that has a single set of learning objectives that identifies specific adult education content, workforce preparation activities and workforce training competencies.
- The occupationally-specific training component of the program should include an industry or employer-recognized credential.

Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
 research available and appropriate, including scientifically valid research and effective
 educational practice.
- The Contractor is responsible for ensuring that the IET program is a part of a career pathway.

Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
 policy for selecting appropriate students, facilitating distance learning, and a plan for how
 distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline

Contractor Initials

Page 4 of 9

Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

Implementation Timeline

• The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served:

Ε	FY18	
ſ	25	
-		

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY18		
Administrative	\$4,349.80		
Teaching Staff	68,016.00		
Administrative Benefits	1,218.00		
Teacher Benefits	19,044.00		
Professional Audit Services	400.00		
Repairs & Maintenance	3,431.04		
Rent	11,177.04		
Insurance	965.04		
Telephone	3,051.96		
Postage	290.04		
Travel	1,800.00		
Books & Information	3,000.00		
Workbooks & Printed Materials	3,300.00		
Services for New American Fees	720.00		
Indirect Cost	12,076.29		
Totals	\$132,839.21		

ESTIMATED PROJECT 2 (IET)	FY18
Administrative	\$1,749.80
Teaching Staff	34,088.60
Administrative Benefits	489.00
Professional Audit Services	200.00
Repairs & Maintenance	600.00
Rent	3,600.00
Insurance	396.00
Telephone	1.260.00
Postage	420.00
Travel	8,400.00
Books & Information	1,875.00
Workbooks & Printed Media	1,875.00
New Computer	1.200.00
Services for New American Fees	162.00
Indirect Cost	5,631.54
Totals	\$61,946.94

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- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$194,786.15.
- 2. The total of the approved budget shall not exceed \$194,786.15 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Contractor Initials: ______ Date: ______ 1

Page 7 of 9

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

Limitation on Price:

This agreement will not exceed: \$194,786.15

Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

	FY 2018
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 58,435.85
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$136,350.30</u>
	\$194 786 15

Contractor Initials Date

EXHIBIT C

Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
 Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549.
 "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.
- 4. Agreement of the parties.
- 5. Approval of the Governor and Council

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASCENTRIA COMMUNITY SERVICES, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on June 13, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 652197



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April A.D. 2017.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I, <u>Elena Garcias-Ketnouvong</u>, do hereby certify that: (Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Ascentria Community Services, Inc., (formerly known as Lutheran Community Services, Inc.).

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on September 29, 2016:

Resolved that the president and executive vice presidents are hereby authorized on behalf of this Corporation to execute any and all amendments, agreements, leases, contracts and other instruments, and

Any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate by the CEO, board of directors or executive committee in accordance with the agency signing authority policy.

· 3. The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

<u>Angela Bovill</u> <u>Tim Johnstone</u> <u>Dana Ramish</u> <u>James Coyle</u> <u>Nicholas Russo</u> President Executive Vice President Executive Vice President Executive Vice President Treasurer

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 7 day of August, 2017. (Date Contract Signed)

5.	Tim Johnstone	is the duly elected	Executive Vi	ce President	
_	(Name of Contract Signatory	· · · · · · · · · · · · · · · · · · ·	(Title of	Contract Signatory)
		~~~	. <i>[</i> .	` (	$\sim$ .

of the Agency.

## STATE OF NEW HAMPSHIRE

County of Worcester

The forgoing instrument was acknowledged before me this

By Ekna (Name of Fleeted Officer of the Agency)

Commission Expires: (

NH DHHS, Office of Business Operations Bureau of Provider Relationship Management Certificate of Vote Without Seal

day of Jugerst, 20 17,

Signature of the Elected Officer)

(Notace Rublic-Justice 'eace)

BARBARA-ANN C. KARPINSKI Notary Public, Commanwealth of Messachuselle My Commission Explore March 9, 2023

July 1, 2005



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMOONYYY) 9/29/2016

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James Hays/CQUIRK

The ACORD name and logo are registered marks of ACORD



## Ascentria CARE ALLIANCE Ascentria Community Services, Inc. Board of Directors 2016 - 2017

William Mayo, Chair 🕖

Michael Balinskas, Vice Chair

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Jeff Kinney

Garth Greimann

Karen Gaylin

Angela Bovill

# Corporate Officers:

President	Angela Bovill
Treasurer	Nick Russo
Executive VP	Lisa Cohen
Executive VP	Dana Ramish
Executive VP	Tim Johnstone
Clerk	Eleria Garcias-Ketnouvong

Directors Serve Without Compensation.

# Salary Information for Personnel

# Ascentria Community Services, Inc. Project 1: ESL

	Administrative						
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL	
1	Program Manager	Shirley Woodward	2	52	\$ 25.00	\$	2,600.00
2	Program Director	Amy Marchildon	1	52	\$ 33.65	\$	1,749.80
	· · · · · · · · · · · · · · · · · · ·	,			Administrative TOTAL		\$4,349.80

-	Teaching Staff					
	(Enter Teacher Title)		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Lead ESL Teacher	Johanna Young	40	52	\$16.83	\$35,006.40
2	ESL Teacher	Rebecca Kidder	40	52	\$15.87	\$33,009.60
نعتت	<u> </u>			<u> </u>	Teacher TOTAL	\$ 68.016.00

# Salary Information for Personnel

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Ascentria Community Services, Inc. Project 2: IET _

	Administrative					
-	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Director	Amy Marchildon	1	52	\$33.65	\$1,749.80
	<u> </u>				Administrative TOTAL	\$1,749.80

·	Teaching Staff					
_	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education-Employment Specialist	To be hired	25	52	\$18.73	\$24,349.00
2	Cultural Orientation Instructor	Lynn Clowes	10	52	\$18.73	\$9,739.60
					Teacher TOTAL	\$34,088.60

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## Shirley Woodward, JD, MPH

#### EXPERIENCE

Ascentria Care Alliance. Concord, NH. Program Manager, Services for New Americans November 2013-present •Oversee refugee resettlement services including casework, employment, cultural orientation, English Language classes, education, volunteer support and community outreach. •Supervise 15-person team; responsible for workflow, training and personnel issues. •Represent the organization and advocate for refugees in external meetings.

U.S. Department of State. Washington, DC.

Program Officer, Population, Refugees, and Migration Presidential Management Fellow •Responsible for \$260 million in humanitarian assistance for displaced Iraqis with team.

•Reviewed proposals, provide technical input, and negotiate objectives, indicators and budget with international organizations and NGOs.

•Wrote strategy documents, talking points and other reports on Iraqi displacement, returns and reintegration.

 Conducted field visits to monitor and evaluate programs and set programmatic and policy priorities. •Liaised with advocacy groups, NGOs, United Nations agencies and U.S. government agencies. Reported on displacement and human rights during 4 month detail at Embassy Colombo, Sri Lanka. •Researched United Nations (UN) legal issues including women, peace and security, due process in sanctions regimes, peacekeeping missions, commissions of inquiry and the role of regional organizations within the UN system during 3 month detail to the Office of the Legal Advisor.

#### United Nations High Commissioner for Refugees. Nairobi, Kenya. Resettlement Intern

May-July 2007

September 2010-November 2013

September 2008-September 2010

•Performed legal research, analysis, and writing for refugee resettlement claims.

International Rescue Committee. North and South Kivu, Democratic Republic of Congo. February-July 2005 Gender-based Violence (GBV) Umbrella Grant Program Coordinator •Oversaw selection of Congolese community organizations for financial and technical support through a competitive call-for-proposals process.

•Provided formal and on-site training for community organizations on provision of quality GBV services, and organizational and financial management.

#### Save the Children/UK. Darfur, Sudan.

November-December 2004 Gender-based Violence (GBV) Advisor -Led integration of GBV prevention and response into Protection and Health programs in camps.

#### American Refugee Committee. Sierra Leone and Guinea, West Africa.

September-October 2004

Gender-based Violence (GBV) Study Coordinator, Sierra Leone •Coordinated follow-up study on GBV survivors who repatriated from Guinea to Sierra Leone. •Developed questionnaire, recruited and trained surveyors, oversaw data collection, analyzed data and wrote report on results and program recommendations for improved protection during repatriation.

Shirley Woodward - Resume

Gender-based Violence (GBV) Program Coordinator, GuineaJuly 2002-June 2004•Managed support, follow-up and referrals for GBV survivors and sex workers in 3 refugee camps.•Oversaw provision of psychosocial counseling, healthcare, and vocational training for survivors.•Organized trainings and awareness campaigns on GBV and sexual exploitation for security forces, health care personnel, NGO workers, local leaders and camp community members.•Conducted baseline survey on legal aspects of GBV in camps in preparation for a Legal Clinic for refugee women. Designed questionnaire, supervised data collection, analyzed data, wrote report.•Coordinated with camp committee, local authorities, NGOs and the United Nations.•Recruited, hired, trained and supervised team of 50 national and refugee staff.

U.S. Peace Corps. Guinea, West Africa.

Health/Community Development Volunteer June 1997-August 1999 •Partnered with community on health education, construction of springs and girls' leadership initiatives.

#### EDUCATION AND PROFESSIONAL AFFILIATION

Washington College of Law. American University. Washington, DC. JD magna cum laude, Order of the Coif, May 2008.

- Public Interest/Public Service Scholar. A three-year, full-tuition scholarship granted on the basis of academic excellence and dedication to public service.
- American University Law Review, Senior Staff Member.

Bloomberg School of Public Health. Johns Hopkins University. Baltimore, MD. MPH, May 2002.

Brown University. Providence, RI.

AB with honors in Public Policy. May 1997.

\$2,500 Krieger Prize for outstanding senior thesis on a Latino community health worker program.

Admitted to the Bar of the Commonwealth of Massachusetts

LANGUAGE

Proficient in French.

#### PUBLICATIONS

Woodward, Shirley. Safe Passage. Repatriation and Reintegration: A follow-up study on Guinea ARC/CSI beneficiaries who repatriated to Sierra Leone. Sierra Leone. American Refugee Committee (ARC), Stat View International (SVI) and Bureau for Population, Refugees, and Migration (PRM). November, 2004.

Woodward, Shirley. ARC Community Safety Initiative Gender-based Violence Program in Guinea, West Africa: A Manual. American Refugee Committee. August, 2004.

Woodward, Shirley, Dia, Seynabou, Barry, Aliou. Legal Aspects of Violence against Refugee Women in Kissidougou Town and Albadaria camps: A KAP survey. Guinea. American Refugee Committee (ARC), Stat View International (SVI) and Bureau for Population, Refugees, and Migration (PRM). March, 2004.

# Amy E. Marchildon

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EXPERIENCE	Ascentria Care Alliance. Concord, NH
	Director, Services for New Americans. October 2007 - Present
	Oversee Refugee Resettlement Program and Health Profession
	Opportunity Project—a workforce development program.
	Senior Program Manager. August 2005 - September 2007
	• Supervised day-to-day operations of Refugee Program.
	Case Manager/Match Grant Coordinator. September 2002-August 2005
	Coordinated core services and employment activities for
	refugees in compliance with Federal and State contracts.
•	Refugee Services of North Texas. Ft. Worth, TX
	Director. January 2001 - July 2002
	<ul> <li>Coordinated resettlement activities and supervised staff.</li> </ul>
	<ul> <li>Advocated for refugees at local and national levels.</li> </ul>
	Match Grant Coordinator. September 1999-December 2000
	<ul> <li>Supervised employment program.</li> </ul>
	<ul> <li>Generated cash and in-kind donations.</li> </ul>
	<ul> <li>Developed system of documentation for program.</li> </ul>
	Immigration and Refugee Services of America. Ft. Dix, NJ
	Caseworker. May – July 1999
	<ul> <li>Registered newly arrived Kosovar refugees in Ft. Dix army base, NJ.</li> </ul>
	<ul> <li>Interviewed refugees and prepared cases for USCIS screening.</li> </ul>
	<ul> <li>Prepared travel packets for International Organization of</li> </ul>
	Migration.
	Augale Madure Range Ministration Acceding TV
	Austin Metropolitan Ministries. Austin, TX Refugee Resettlement Case Manager. September 1996-May 1999
	Coordinated resettlement activities for newly arrived refugees.
	<ul> <li>Prepared case status and financial reports.</li> <li>Recruited and coordinated volunteers.</li> </ul>
•	Match Grant Coordinator. January 1998-May 1999
	<ul> <li>Presented program objectives to church and community groups.</li> </ul>
	<ul> <li>Raised cash and in-kind donations.</li> </ul>
	<ul> <li>Prepared enrollment and case status reports.</li> </ul>
	• Fleparco enforment and case status reports.
	Community Service Corps Volunteer Program. Syracuse, NY
	Refugee Resettlement Caseworker. August 1994-August 1995
	Coordinated resettlement activities.
	<ul> <li>Prepared case status and financial reports.</li> </ul>
	House Manager-Dorothy Day House. August 1994-August 1995
• ·	Directed child day care program.
EDUCATION	Colby College. Waterville, ME
	B.A. in Art History and Classics. Minor in Religion. 1994
ASSOCIATIONS	Association for Refugee Service Professionals. Member since 2010
/	
VOLUNTEER	Zonta Club of Concord, NH Member since 2009
•	President, June 2014 – May 2016 / Board of Directors, 2010 to date
•	

## Johanna Harriman Young

Concord, NH

## **RECENT EXPERIENCE:**

3/2005-present Lead ESOL teacher

6/1996 – 2/2005 Production Manager, The VOICE And Network Administrator

9/1992 - 5/1994 Administrative Assistant .

Episcopal Diocese of Newark, NJ

Services for New Americans Program

Educators for Social Responsibility New York

9/1985 - 8/1988 Office Manager City College of New York Department of Social and Psychological Foundations

## **OTHER TEACHING:**

Workshop Facilitator, Episcopal Peace Fellowship 2003 to 2005 Bergen Language Institute, Teaneck, N.J., part-time instructor, 1995 City College, N.Y. – ESL, adjunct 1986 Central Connecticut State University, Teaching Assistant, English Comp. 1983-85 Manchester Community College, CT, adjunct – ESOL 1984-85 Inlingua, Villingen, German, 1981-82

## **EDUCATION:**

1992 Master of Divinity

Union Theological Seminary NY-New York

1985

Master's Degree Teaching English as a Second Language Central Connecticut State Univ., New Britain, CT

. 1980

Bachelor's Degree German (major) and English (minor) Georgetown University Washington, D.C.

# **REBECCA H. KIDDER**

## **Professional Summary**

Committed to teaching and creating multi-cultural awareness. A resourceful professional with a creative approach to develop a curriculum where individuals will reach success. Dedicated and approachable with a strong ability to welcome communication.

# Education

## Plymouth State College, Plymouth, NH

BS Elementary Education, Dean's List Certified K-8, Experienced Highly Qualified Teacher, NH; Letters of Eligibility: ESOL, General Special Ed. Graduate courses UNH Manchester working toward ESOL certification:

## **Employment Experience**

## Ascentria Care Alliance, Concord, NH

2010 - present

- ELL teacher adult program
- Spear headed an ASL class for clients
- Spearheaded a computer class focusing on:
- Computer Literacy / mouse and keyboarding
- Disabilities Coordinator for Agency/Adult Ed.
- Coordinated with community agencies to meet with Deaf Clients.
- Provided casework for clients and apartment setups
- Met and welcomed new arrivals at the airport.
- Ability to communicate with Clients in Native languages

MST GED examiner	2010- 2010
Manchester School of Technology	
21 st Century After School Program Manchester, NH	2009-2010
Support staff/Adult ELL	
ELL Tutor Concord, NH	2001 – 2009
Rundlett Middle School	
Long-Term Substitute	2000 - 2001
Rundlett Middle School, Concord, NH, 7th Grade Science	
Paraprofessional – Hooksett, NH	1998 – 2000
Substitute, Concord, Hooksett, Bow, School Districts	1996 - 1998
Title One Reading Tutor Concord High School	1995 - 1996
Long-Term Substitute, Bow, NH	<u> 1993 - 1994</u>
Paraprofessional, Concord	<b>1992 - 1993</b>
Teacher, Pittsfield, NH; grade six	1978- 1984

## Related Experience

Summer School ELL Tutor/ EYP Program Concord, NH

2000 - 2008

# Volunteer Experience

- Provided transportation for New Americans and family member.
- Coached High school community basketball, Concord, NH; providing transport, team leadership, and guidance
- Concord Multicultural Coalition, Concord, NH volunteer group
- ESOL Outreach, and Tutor
- BRING IT Program, INTI Soccer Academy, Manchester, NH
- Adult ELL Education Manchester, NH

# ADDITIONAL SKILLS

## • Microsoft, PPT, Excel

## **Professional Memberships**

TESOL of New Hampshire; List Serve

## Ascentria Care Alliance Job Description

Education and Employment Specialist
Employment Coordinator
Services for New Americans
Employment

## Summary

Provides employment counseling and guidance to refugees. Assists in developing and implementing individualized employment plans. Maintains relationships with current employers and conducts research and outreach to identify new job opportunities. Designs and implements client vocational/ pre-employment trainings based on specific employer needs. Participates in relevant community groups and organizations for networking and up-to-date employment information and trends. Completes and maintains documentation.

## **Essential Responsibilities**

## **Client Services**

- Assesses clients' aptitudes, interests, work skills, work experience, education, and/or degree of limitations to identify opportunities and challenges to employment.
- Coaches and prepares clients for finding suitable employment by developing job-search skills, resumes, effective interview skills, and an understanding of services available in the community and state including cross-cultural support sources.
- Assists clients in developing an employment plan, follows up with employed refugees to support retention or job upgrades.
- Conducts pre-employment orientation and budgeting sessions for newly arrived clients.
- Creates vocational curriculum and/or apprenticeship program tailored to client's skill levels and employers' needs, including job-related English as a second language.
- Implements trainings in a manner that keeps clients engaged and enhances their vocational readiness.

## Job Development

- Maintains relationships with employer contacts through frequent communication and coordination.
- Researches employment opportunities; networks and develops relationships with potential employers; educates employers about the benefits of hiring refugees.
- Creates and supports connections with government agencies, business associations, churches and community members who may provide opportunities for clients to develop competencies, integrate learning and work, and to explore career possibilities.

## Record keeping

• Completes, submits and maintains documentation in accordance with contractual standards and in a timely manner. Maintains client database and case files, including case notes,

contracts made on behalf of clients, and documents held for safekeeping on behalf of clients.

• Files progress and other administrative reports according to program procedures and according to deadline.

## Other

- Supports case management team as needed.
- Performs other related duties incidental to the work described herein to help meet the goals of the program or the agency.

## Qualifications

- Bachelor's Degree required. Training experience required. Experience in business, employment services, job development or human resources required.
- Restricted funding sources and rapidly changing political and regulatory requirements demand a creative approach to the delivery of services; innovation and creativity required.
- Ability to work sensitively and effectively in a multi-cultural/multi-lingual environment.
- Ability to work as a team member and independently.
- Ability to work in a fast-paced environment and respond to rapidly changing priorities throughout the day.
- Excellent oral and written communication skills.
- Diplomacy, tact and a sense of humor.
- Computer skills required.
- Must be willing to travel and scheduling flexibility required.
- Acceptable driving record check, valid driver's license, and an acceptable criminal background check.

I have read the above job description and I understand the requirements.

 Employee Name Printed______
 Date______

 Employee Signature______
 Date______

 HR/Supervisor Signature
 Date______

December 2016

## LYNN L. CLOWES

## PROFESSIONAL EXPERIENCE

## Ascentria Care Alliance

Cultural Orientation Instructor. Deliver CO curriculum to newcomers in order to prepare them for life in new communities.

ESOL instructor and Training Projects Coordinator. Teach literacy and low beginner level English classes to newcomer refugee adults.

## New Hampshire Minority Health Coalition

Director of the Cultural Competency Group. Design and run workshops for health, mental health, and human service providers to gain awareness, skills, and effectiveness in working with people from cultural backgrounds and socioeconomic classes distinct from their own. Train on working with interpreters, widening provider knowledge of cultural approaches to health care (including mental health care), and reducing barriers to health care that minorities face. Design and manage long-term contractual projects with agencies to improve their service to NH's minority populations, for example on domestic violence prevention in cultural communities, reducing disproportionate minority contact in juvenile justice services, and more. Write grants. Supervise staff and consultants.

## International Institute of New Hampshire

ESOL instructor. Teach literacy level English class to newcomer refugee adults.

## University of New Hampshire, Manchester

Adjunct faculty. Taught course in Communication Arts department, entitled "AutoEthnography." Spring 2011. Teach course in Communication Arts department, entitled, "Cross Cultural Communication." Spring 2012.

## Springfield College, Manchester NH

Adjunct faculty. Teach foundation course for Human Services Masters Program, entitled "Building Multicultural Organizations and Communities."

#### EDUCATION

SCHOOL FOR INTERNATIONAL TRAINING, Brattleboro, VT. M.A. in International and Intercultural Management, February, 1997. Concentrations in Sustainable Development and Training. Coursework in Organizational Behavior I and II, Cross Cultural Communication, Training of Trainers I and II, Human Resources Management, Financial Management, Global Economics, Sustainable Development, Environmental Management. Master's thesis: Black-White Dialogue About Race: Undoing or Abetting Racism?.

UNIVERSITY OF PENNSYLVANIA, Philadelphia, PA. B.A. in History, May 1988. Concentration in NonWestern History. Graduate courses in Appropriate Technology.

LANGUAGES: Working knowledge of Spanish, French, and Finnish. Native in English.

## 2012-present

2000-2011

2011-2012

2011-13

2002

	ORGANIZATION : A	scentria Community	y Services, Inc.		FEN	N: 043566243	
SI	TATEMENT OF FINANCIAL POSITION AS OF (BALANCE SHEET)	06/30/2016	wn	TH COMPARATIVE	TOTALS AS OF	6/30/2015	
		CURRENT OPERATIONS	PLANT	ENDOWMENT	CUSTODIAN	TOTAL THIS YEAR	TOTAL LAST YEAI
	ASSETS						
1	Cash and Cash Equivalents	69,841				69,841	
2	Accounts Receivable, Program Services	3,575,418				3,575,416	3,872,8
, 3	Allowance for Doubtful Accounts	(25,060)				(25,080)	(32,9
4	Net Accounts Receivable, Program Services	3,550,336				3,550,335	3,639,9
5	Contributions Receivable						
6	Notes Receivable						
7	Prepaid Expenses	73,588				73,588	127,0
8	Other Accounts Receivable	768,424				766,424	599,0
9	Other Current Assets						. 349,5
10	Short-Term Investments						
11	TOTAL CURRENT ASSETS	4,450,189				4,480,189	5,787,6
12	Land, Buildings, and Equipment		2,313,473			2,313,473	2,205,4
13	Accumulated Depreciation		(1,496,599)		<u> </u>	(1,496,599)	(1,524,7
14	Net Land, Buildings and Equipment		816,874			816,874	580,6
15	Long-Term Investments		•				
16	Other Assets	665,920				665,920	389,6
17	Due From Other Funds						
18	TOTAL ASSETS	5,126,109	816,874	Lange 1 and	£	5,942,983	6,758,0
	LIABILITIES AND NET ASSETS						
19	Accounts Payable	520,858				<u>520,858</u>	562,3
20	Subcontract Payable						
21	Accrued Expenses	999,243				999,243	1,473,4
22	Current Notes Payable						
23	Current Partion Long-Term Debt		31,404			31,404	37,7
24	Deferred Revenue	170,711				170,711	127,6
25	Other Current Liabilities	14,369				14,369	361,2
26	TOTAL CURRENT LIABILITIES	1,705,181	31,404			1,738,585	2,562,3
27	Long-Term Notes & Mortgage Payable		538,943			538,943	913,3
28	Other Liabilities						
29	Due to Other Funds						
30	TOTAL LIABILITIES	1,705,181	570,347			2,275,528	3,475,6
	NET ASSETS						
31	Unrestricted	2,587,117	248,527			2,833,644	2,628,0
32	Temporarily Restricted	833,811				633,811	656,2
33	Permanently Restricted			· · · · · · · · · · · · · · · · · · ·			
34	TOTAL NET ASSETS	3,420,928	246,527			3,667,455	3,282,3
35	TOTAL LIABILITIES AND NET ASSETS	5,126,109	816,674	<del></del>		5,942,983	6,758,0
	See Accompanying Notes to the Financial Statemer	ts ·	•				

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	ORGANIZATION : Ascentria Community	Services, Inc.	FEI	N: 043566243		
s	TATEMENT OF ACTIVITIES FOR THE YEAR ENDED	08/30/2018 VIT	TH COMPARATIV	E TOTALS FOR THE	E YEAR ENDED	06/30/2015
	VENUES, GAINS, AND OTHER SUPPORT	UNRESTRICTED	TEMPORARILY RESTRICTED	PERMANENTLY RESTRICTED	TOTAL THIS YEAR	TOTAL LAST YEAR
	Inductors, Giris, Legacies, Bequesis & Special Events					[
3 Gran		21,840,195			21,840,195	23,239,065
	Iram Service Fees	13,598,641		<u>_</u>	13,598,641	12,971,720
	Prated Fundraising Organization Allocation					
	stment Revenue					·i
	enue from Commercial Products & Services	72,023	<del></del>	·	72,023	83,454
B Othe		282,582			282,562	495,213
	Assets Released From Restrictions:					
	Satisfaction of Program Restrictions	263,494	(263,494)		0	
	Satisfaction of Equipment Acquisition Restrictions	مح <u>مو</u> محتمد محمد م	, · · · · · · · · · · · · · · · · ·		· ·	
	Expiration of Time Restrictions		•	- <u>-</u>		·
	TAL REVENUE, GAINS, AND OTHER SUPPORT	36,056,915	~(263,494)		35,793,421	36,789,452
EXP	PENSES AND LOSSES	-				
l4 Adır	ninIstration (Management & General)	5,647,080			5,647,060	5,160,540
s Fun	draising	10,239			10,239	3,740
is Tote	al Program Services	30,514,164			30,514,164	31,295,345
7 <b>TO</b> I	TAL EXPENSES	36,171,463	· · · · · · · · · · · · · · · · · · ·		36,171,463	38,459,625
8 Los	365					275,683
19	TOTAL EXPENSES AND LOSSES	36,171,483		<u> </u>	36,171,463	36,735,308
CH	ANGES IN NET ASSETS:				,	
20 Pro	perty & Equipment Acquisitions from Unrestricted Funds		<del></del>			
21 Trai	nsfer of Realized Endowment Fund Appreciation					ł
	um to Donor	······				
	er Increases (Decreases)	322,109	441,063	·	763,172	59,536
24	TOTAL CHANGES IN NET ASSETS	207,561	177,569		385,130	113,680
- •					······	
25 NE	T ASSETS AT BEGINNING OF YEAR	2,626,083	656,242		3,282,325	3,168,645
	T ASSETS AT END OF YEAR	2,833,644	833,811		3,687,455	3,282,325
			<del></del> .			
See Ad	ccompanying Notes to Financial Statements					

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	ORGANIZATION : Ascentría Community Services, Inc.	FEIN:	043566243
	N		
	STATEMENT OF CASH FLOWS for the YEAR ENDED	06/30/2016	
	INDIRECT METHOD		
	Cash Flows from Operating Activities:		TOTAL
1	Changes in Net Assets		207,56
	Adjustments to Reconcile Change In Net Assets to Net	_	
	Cash provided by/(used in) Operating Activities:		
2	Depreciation	_	117,249
3	Losses		
4	Increase/Decrease in Net Accounts Receivable		246,880
5	Increase/Decrease in Prepaid Expenses	-	53,414
6	Increase/Decrease in Contributions Receivable	_	
7	Increase/Decrease in Accounts Payable	_	(41,45
8	Increase/Decrease in Accrued Expenses	•	<u>(474,18)</u>
9	Increase/Decrease in Deferred Revenue	_	43,09
0	Increase/Decrease in Subcontract Payable	_	(346,92
1	Contributions Restricted for Long-Term Investment	-	
2	Net Unrealized and Realized Gains on Long-Term Investments	<u> </u>	. <u> </u>
13	Other Cash Used in/Provided by Operating Activities		(484,884
4	Net Cash Provided by/(used in) Operating Activities		(679,247
·	Cash Flows from Investing Activities:		
5	Insurance Proceeds	`	
6	Purchase(s) of Capital Assets (Land, Bldgs. & Equip.)		(75,429
7	Proceeds from Sale(s) of Investments		612,800
8	Purchase(s) of Investments		
9	Purchase(s) of Assets Restricted To Long-Term Investment		
20	Other Investing Activities	-	(84,708
21	Net Cash Provided by/(used in) Investing Activities		452,663
	Cash from Financing Activities:		
	Proceeds from Contributions Restricted For:		
2	Investment in Endowment		
23	Investment in Term Endowment		
24	Investment in Plant (Land Bidgs. & Equip.)	_	·
	Other Financing Activities:		
25	Contributions Restricted for Long-Term Investment	_	<u> </u>
26	Interest and Dividends Restricted for Reinvestment	_	
27	Payments on Notes Payable		/200 070
28	Payments on Long-Term Debt		(380,679
29	Other Finance Payments/Reciepts		(195,049
30	Net Cash Provided by/(used in) Financing Activities		(575,728
	See Accompanying Notes to the Financial Statements		

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	ORGANIZATION : Ascentria Community Services, Inc.	_ FEIN:	043566243
	STATEMENT OF CASH FLOWS for the YEAR ENDED	06/30/2016	
	INDIRECT METHOD		
31 32 33	Net Increase/(Decrease) in Cash and Cash Equivalents Cash and Cash Equivalents at Beginning of Year Cash and Cash Equivalents at End of Year		(802,312) 872,153 69,841
	Supplemental Disclosure of Cash Flow Information:		
34 35	Cash Paid During the Year for Interest Cash Paid During the Year for Taxes/Other	38,640	
36 37	Supplemental Data for Noncash Investing and Financing Activities: Gifts of Equipment Other Noncash Investing and Financing Activities		
38 39 40	See Accompanying Notes to the Financial Statements	·	[

· **(9)** ?

## FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

## **GENERAL PROVISIONS**

1. IDENTIFICATION.	<b>_</b>	· · · · · · · · · · · · · · · · · · ·	· · ·			
1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20				
Lepartment of Lancation		Concord, NH 03301	1			
1.3 Contractor Name		1.4 Contractor Address				
Fuller Public Library		29 School Street PO Box 43				
•		Hillsboro, NH 03244				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number 603-464-5285	See Exhibit B	hune 20, 2018	693 300 34			
003-404-3283		June 30, 2018	\$83,309.24			
1.9 Contracting Officer for State	e Agency	1.10 State Agency Telephone N	umber			
Art Ellison		603-271-6698	•			
1.11 Contractor Signature	<u> </u>	1.12 Name and Title of Contract	tor Signatory			
		Robin Sweetser, Library Directo				
Koli Weith "						
1.13 Acknowledgement: State	of Nou Hampsure, County of H	lleborough				
	•	ly appeared the person identified in	block 1.12 or satisfactorily			
		knowledged that s/he executed this				
inducated in block 1.12.	-	5				
1.13.1 Signature of Notary Publ						
Mancy	ones					
[Seal] (.						
1.13.2 Name and Title of Notar	y or Justice of the Peace	······································				
			·			
1.14 State Agency Signature	·····	1.15 Name and Title of State Ap	gency Signatory			
Jule GAD	Date: 8-9-17					
1.16 Approval by the N.H. Dep	artment of Administration, Divisio	on of Personnel (if applicable)				
By:		Director, On:				
1.17 Approval by the Attomety (	General (Form, Substance and Exe	mution) (if annlicable)				
1.17 Approval by the Anorthey						
By: Cin B. McChitype On: 879/17						
1.18 Approval by the Governor	and Executive Council (if applica	ible)				
By:		On:				
		······				

Page 1 of 4

4

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO

BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4

Contractor Initials flux S Date 8/7/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ('Event of Default'):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2, give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA

chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

#### 11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials <u>Jun 5</u> Date 8/7/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, ' certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignce to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Page 4 of 4



## EXHIBIT A

#### The Services

Services for Hillsborough Project LIFT will be provided at the Fuller Public Library at 29 School Street in Hillsborough as well as at The Grapevine Family & Community Resources Center in Antrim, the River Center in Peterborough and public libraries throughout the service area. Students receiving services are from Deering, Henniker, Hillsboro, Stoddard, Windsor, Washington, Antrim, Bennington, Francestown and Peterborough.

Fuller Public Library, through Project LIFT, will provide the following services:

#### Project Descriptions

#### Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

#### **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

#### Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
  physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

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- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.

The Contractor is required to identify gaps in existing services and address those gaps.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
  Plan including curriculum alignment with the College & Career Readiness Standards for Adult
  Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 88% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth guarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

 The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

Contractor Initials Date:

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

## Implementation Timeline

• The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in ALS program:

ļ

·FY18	
45	

#### EXHIBIT B

## Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT (ALS)	FY18
Administrative	\$38,217.04
Teaching Staff	17,472.00
Administrative Benefits	23,525.16
Teacher Benefits	1,336.60
Telephone	480.00
Internet	828.00
Postage	96.00
Workbooks & Printed Mediar	854.40
Digital Subscription	500.04
Totais	\$83,309.24

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$83,309.24
- The total of all approved budgets within this contract period shall not exceed \$83,309.24 without
  written modification signed by the parties to this agreement and approved by the Governor and
  Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written, authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.

Page 4 of 6

Contractor Initials: Date: 8/

- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

#### Limitation on Price:

This agreement will not exceed: \$83,309.24

#### Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

#### Funding Source

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$24,992.78
06-56-56-565010-2535-601-500931 State Fund Match	\$58, <u>316.46</u>
	\$83 309 24

Contractor Initials Date:

#### EXHIBIT C

#### Special Provisions

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

 OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with Institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549.
 "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.

4. Agreement of the parties.

5. Approval of the Governor and Council



#### Please respond to the Hillsborough office

June 9, 2017

To Whom It May Concern:

Re: Project LIFT

Project LIFT is an entity operating under the auspices of the Town of Hillsborough and the Fuller Public Library. Its purpose is to provide free literacy services to the most undereducated and underserved people in the greater Hillsborough area and surrounding towns. The Town of Hillsborough is the financial agent for Project LIFT; therefore, it is not a registered non-profit corporation with the Secretary of State of the State of New Hampshire.

Very truly yours,

Bur w. Le

Peter W. Leberman pleberman@uptonhatfield.com

Attorneys et Law Russell F. Hilliard James F. Raymond Barton L. Mayer Charles W. Grau Heather M. Durns Lauren Simon Irwin Justin C. Richardson Michael S. McGrath Peter W. Leberman Jeanne S. Saffan Sustina C. Beavens^{***} Susan Alteen Lowry Michael P. Courtney Brooke Lovett Shilo

Of Counsel Oouglas S. Hattleid Gary B. Richardson John F. Teague

Concord Office 10 Centre Street PO Box 1050 Concord. NH 03302-1050 603-224-7791 1-800-640-7780 Fax 603-224-0320

Hillsborough Office 8 School Street PO Box 13 Hillsborough. NH 03244-0013 603-464-5578 1-800-672-1326 Fax 503-464-3269

Portsmouth Office 159 Middle Streer Portsmouth, NH 03801 603-435-7045 1-877-435-5206 5 Fax 603-369-4645

Of Counsel Firms Tower. Crocker & Smith. PA Jaffrey, NH Blodgett. Makechnie & Lawrence. PLLC Peterborough. NH

> Www.uptonhatheld.com law@uptonhatfield.com

* Also admitted in MA ** Also admitted in MA & NY *** Also admitted in FL PWL/dew

#### Certificate of Authority

1) I, <u>Philip Daley</u>, Chairperson of the Fuller Public Library Board of Trustees maintain that I have custody of and have examined and approved the documents in accordance to the grant agreement between Fuller Library Project LIFT Literacy Program and NH Department of Education, Bureau of Adult Education. All operations are examined by the Library Board of Trustees, including all financial statements. Trustee and signature of <u>Robin Sweetser</u>, Library Director, accompany any legal and/or financial documents in regard to the operations of Project LIFT. Chairperson of the Board of Trustees and Library Director have the authority to execute and sign any and all agreements between Project LIFT and NH Bureau of Adult Education.

2) As Trustee Chairperson, I testify that Fuller Library adheres to all assurances rules and regulations required by the State of New Hampshire, Bureau of Adult Education, 21S. Fruit Street, Concord, NH 03301.

3) All documents regarding the Department of Education grant to the Fuller Library were examined and approved by the Library Trustees at a meeting on April 24, 2017. It is the Board of Trustees understanding that:

Fuller Library Project LIFT Adult Learner Services will enter into an agreement with the NH Department of Education to provide ABE, HiSET preparation, ESL, and college and career transition educational services to individuals most in need in the greater Hillsborough area.

4) The Town of Hillsborough, NH serves as fiscal agent for Fuller Public Library and Project LIFT Adult Learner Services. All financial records are audited each fiscal year.

5) The following persons attest this information is complete and true:

Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Trustee Chair Philip Daley, Tr

On 3-7, 2017, before the undersigned officer, appeared to have the authority to execute and authorize this certificate.

In witness whereof I hereunto set my hand and official seal.

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# Primex"

#### **CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statules Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unitair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legai Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex². As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	Mamber Number:	Comp	Company Alfording Coverage:	
Town of Hillsborough PO Box 7 Hillsborough, NH 03244	200	Bow 46 D Cond	Public Risk Management Ex / Brook Place Jonovan Street cord, NH 03301-2624	_
	12121E HERective Detters	SExpiration Data II	Number NESSENDOW THE	MDY APPRYTHNOS
X       General Llability (Occurrence Form)         Professional Llability (describe)         Claims         Made	1/1/2017	1/1/2018	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liab	ility 1/1/2017	1/1/2018	X Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
. '		1	Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
			· · · · · · · · · · · · · · · · · · ·	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
			By: Terry Deven
State of New Hampshire			Date: 6/13/2017_tdenver@nhprimex.org
Department of Education 21 South Fruit St, Ste 20			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone
Concord, NH 03301			603-228-3833 fax

#### Fulller Public Library 29 School Street - P.O. Box 43 Hillsborough, NH 03244 (603) 464-3595 director@fullerlibrary.info

## Fuller Public Library Board of Trustees

Philip Daley, Chairperson Benjamin Ainslie Attorney Melinda Gehris Norma Hubbard, Treasurer Robert Woolner, Recording Secretary

:

Trustees Serve Without Compensation.

## Salary Information for Key Personnel

## Project LIFT (Fuller Public Library) Project: ALS

	Administrative					
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Program Coordinator	Patricia Bush	35.24	42	\$25.00	\$36,999.04
	·			·	Administrative TOTAL	\$36,999.04

#### Paid Staff

#### Patricia Welch Bush:

#### Project LIFT - Adult Learner Services Coordinator

The Coordinator is a three-quarter time position, and requires the ability to work flexible hours including evenings. The position requires a minimum of a bachelor's degree in an appropriate field of study with experience in teaching or tutoring. Management experience is preferred. The Coordinator reports to the library director and trustees, and also collaborates with and provides information to the Town of Hillsboro business office as well as the Town Administrator in order to maintain records necessary for operation of the program. The Coordinator must speak English, be a US Citizen or legal alien, and have a valid driver's license.

#### Primary Responsibilities

- Reporting to library director and trustees as necessary;
- Drafting and administering the budget, including all aspects of the finance of the programs;
- Act as program Disabilities Coordinator;
- Establish programs offered and schedules;
- Intake of new students;
- Meeting with potential students and tutors;
- Determining and procuring the materials necessary for program operations;
- Assure program personnel receive required trainings and professional development;
- Assure that educational materials/curricula are aligned with Career and College Readiness Standards (CCRS);
- Preparing an emergency plan to secure safety of students, staff, and building;
- Collaborate with area agencies, schools, and WIOA partners to provide educational services that lead to career pathways;
- Remaining informed of the state laws concerning adult education;
- Appealing to surrounding communities for annual donations and invoice towns;

Maintain program demographics/statistics;

- Public relations such as: advertising, media campaigns, student and tutor recruitment;
- Soliciting customer feedback;
- Office management including hiring staff;
- Grant writing and administration;
- Providing feedback and guidance to all tutors and paid staff;
- Teaching and tutoring as needed;
- College and Career Readiness Standards (CCRS) advising.

Updated 4/16/2017





#### INDEPENDENT AUDITOR'S REPORT

To the Members of the Board of Selectmen Town of Hillsborough Hillsborough, New Hampshire

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Hillsborough, as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement!

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Basis for Adverse Opinion on Governmental Activities**

As discussed in Note I.B.3 to the financial statements, management has not recorded the capital assets in the governmental activities and, accordingly, has not recorded depreciation expense on those assets. Accounting principles generally accepted in the United States of America require that those assets be capitalized and depreciated, which would increase the assets, net position, and expenses of the governmental activities. The amount by which this departure would affect the assets, net position, and expenses of the governmental activities has not been determined.

As also discussed in Note I.B.3. to the financial statements, management has not determined its liability or annual cost for postemployment benefits other than pensions (OPEB) in governmental activities. Accounting

47 Hall Street • Concord, NH 03301 603-856-8005 • 603-856-8431 (fax) integroberts-preene.com

#### FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

#### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

#### **GENERAL PROVISIONS**

I. IDENTIFICATION.					
1.1 State Agency Name		1.2 State Agency Address			
Department of Education		21 South Fruit Street, Suite #20 Concord, NH 03301			
	••				
1.3 Contractor Name	-1	1.4 Contractor Address			
International Institute of New En	igiand, inc.	1850 Elm Street Manchester, NH 03104			
		Malichesier, MH 05104			
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
603-647-1500	See Exhibit B	June 30, 2018	\$848,128.47		
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone Nu	umber		
Art Ellison		603-271-6698			
1.11 Contractor Signature		1.12 Name and Title of Contrac	tor Signatory		
		Jeffrey Thielman, President and			
all m	an				
1.13 Acknowledgement: State	of MA , County of	L. Sffill	· · · · · · · · · · · · · · · · · · ·		
On Ary Cust 8, 2017, before		ly appeared the person identified in	block 1.12, or satisfactorily		
proven to be the person whose na	ame is signed in block 1.11, and ac	knowledged that s/he executed this	document in the capacity		
indicated in block 1.12.					
[Scal]					
1.13.2 Name and Thic of Notar	1.13.2 Name and The of Notary or Justice of the Peace				
1.14 State Agency Signature (1.15 Name and Title of State Agency Signatory					
1.14 State Agency Signature		1.15 Name and Title of State Ag	ency Signatory		
hu 21	Date: 8-9-17				
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)					
By:		Director, On			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
		On: 8/9/17			
1.18 Approval by the Governor	and Executive Council (if applica	ible)			
By:		On:			

Page 1 of 4

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

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#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders. and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Contractor Initials Date 8

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

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8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

#### 11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14:1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Contractor Initials ______ Date ______

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

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15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignce to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

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#### EXHIBIT A

#### The Services

Services at International Institute of New England will be provided in multiple locations in Manchester including their facility at 1850 Elm Street and a new site to be determined. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

International Institute of New England in Manchester will provide the following services:

#### Project Descriptions

#### Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

#### **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data for Individuals categorized as "speaking English less than 'very well'" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
  Plan including curriculum alignment with the College & Career Readiness Standards for Adult
  Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

 The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

Contractor Initials Date:

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

• The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the ESL program:

FY18	
125	

#### Project 2: Integrated Education & Training (IET)

Integrated Education and Training is a program that will provide adult education and literacy services concurrently and contextually with workforce preparation activities and workforce training for a specific occupational cluster for the purpose of educational and career advancement. The program must be a part of a career pathway.

IET programs shall provide the following services:

#### **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well'" or "without US citizenship", without a high school diploma or those who are unemployed from US Census's American
- Community Survey to target, recruitment, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to Identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult education and literacy activities including integrated education and training.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to
  employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IET program in accordance with WIOA regulations as defined in WIOA 203(11):
  - o Adult Education and Literacy Activities
  - Workforce preparation activities

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Contractor Initials:

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- o Occupationally-specific workforce training activities
- Classes must have a minimum of eight active enrollments and plan for handling waiting lists.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is responsible for the development and implementation of a curriculum that has a single set of learning objectives that identifies specific adult education content, workforce preparation activities and workforce training competencies.
- The occupationally-specific training component of the program should include an industry or employer-recognized credential.

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.
- The Contractor is responsible for ensuring that the IET program is a part of a career pathway.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below.

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline

**Contractor Initials** 

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Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the IET program:

FY18	
50	

#### Project 3: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

#### Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to Identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of Integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
  physical, emotional, social, and learning disabilities.

Contractor Initials:

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- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE
  program in accordance with WIOA regulations. The components must be offered concurrently.
  - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
  - o Rights and responsibilities of citizenship
  - o Integrated Education and Training activity as defined in WIOA Section 203(11)

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career
   Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor Is required to integrate the rights and responsibilities of citizenship into the curriculum.
- The IET component of the program should include an industry or employer-recognized credential.

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning and a plan for how distance
  learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.

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Date: 2

- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

• The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the IELCE program:

FY18
50

## EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY18
Administrative	\$ 62,425.25
Counseling Staff	35,360.00
Teaching Staff	157,248.00
Administrative Benefits	14,357.81
Counseling Benefits	8,132.80
Teacher Benefits	36,167.04
Cleaning Services	773.28
Repairs & Maintenance	354.48
Rent	26,160.00
Rental of Equipment	160.80
Telephone	1,964.64
Advertising	- 1,800.00
Printing	1,800.00
Energy Utilities	3,813.00
Books & Information	9,375.00
Office Supplies	625.00
Fumiture	17,070.00
New Computers	2,980.00
Smart Board	5,000.00
Replacement Computers	5,625.00
Indirect Cost	39,119.21
Totals	\$ 430,311.31
	FY18

ESTIMATED PROJECT 2 (IET)	FY18
Administrative	\$ 39,594.98
Counseling Staff	31,200.00
Teaching Staff	31,200.00
Administrative Benefits	9,106.85
Counseling Benefits	7,176.00
Teacher Benefits	7,176.00
Cleaning Services	432.00
Repairs & Maintenance	216.00
Rent	10,258.92
Telephone	864.00
Advertising	1,200.00
Printing	1,200.00
Travel	200.00
Energy Utilities	1,553.52
Books & Information	3,750.00
Office Supplies	1,250.00

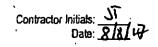
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	Totals	\$ 180,257.54
Indirect Costs		16,387.05
Replacement Computers		1,562.50
New Computers		4,160.00
SmartBoard		5,000.00
New Fumiture		6,769.72

ESTIMATED PROJECT 3 (IELC	E) FY18
Administrative	\$ 31,371.58
Counseling Staff	35,360.00
Teaching Staff	74,880.00
Administrative Benefits	7,215.45
Counseling Benefits	8,132.80
Teacher Benefits	17,222.40
Cleaning Services	378.72
Repairs & Maintenance	173.52
Rent	13,080.00
Rental of Equipment	79.20
Telephone	963.36
Advertising	900.00
Printing	900.00
Travel	200.00
Energy Utilities	1,898.76
Books & Information	3,750.00
Office Supplies	250.00
New Furniture	8,535.00
SmartBoard	5,000.00
New Computers	2,860.00
Replacement Computers	2,812.50
Indirect Cost	21,596.33
	otals \$ 237,559.62

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$848,128.47.
- 2. The total of the approved budget shall not exceed \$848,128.47 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.

Page 9 of 11



- The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond
   one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.'

Limitation on Price:

This agreement will not exceed: \$848,128.47

#### Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System.

Funding Source

Funds to support this request are available in the account entitled Adult Education.

 06-56-56-565010-2535-072-500575 Grants - Federal
 \$25

 06-56-56-565010-2535-601-500931 State Fund Match
 \$55

FY 2018 \$254,438.55 \$593,689.92 \$848,128.47

Contractor Initiats

Page 10 of 11

#### EXHIBIT C

#### **Special Provisions**

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations."
 Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.

I

4. Agreement of the parties.

5. Approval of the Governor and Council

## State of New Hampshire Department of State

### CERTIFICATE

1, William M. Gardner, Sceretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739194



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2017.

// 🕅

William M. Gardner Secretary of State

I, Deborah Shufrin, Assistant Clerk/Secretary of International Institute of New England, Inc., do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on <u>June 22, 2017</u>, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: International Institute of New England, Inc. will enter into a contract with the NH Department of Education to provide English as Second Language, Integrated Education & Training, and Integrated English Literacy and Civics Education. This resolution shall remain in effect until specifically revoked.

That: The International Institute of New England, Inc.'s Board of Directors has named Jeffrey Thielman as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on December 6, 2016.
- (5) The foregoing resolution(s) and by-laws are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Jeffrey Thielman, President and CEO

Rita McDonough, CFO

Alexandra Weber, Chief Program Officer

William Krause, Secretary/Clerk

Deborah Shufrin, Assistant Secretary/Clerk

Zoltan Csimma, Board Chair

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Clerk/Secretary of the Corporation this ______

(Corporate Seal if any)

Assistant retarv

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF MASSACHSETTS

COUNTY OF <u>Suffolk</u>

On August 8, 201/, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Assistant Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that  $S_{12}$  executed the foregoing certificate.

, In witness whereof I hereunto set my hand and official seal.

**RITA M. MCDONOUGH** NOTARY PUBLIC BTATE OF MASSACHUSETTS

Notary Public/Justice of

Page 1 of 1

ACORD	
ACORD	

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/09/2017

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	llis of Massachusetts, Inc.	•			PHONE	Ext: 1-877	-945-7378	FAX (A/C, No):	1-999	-467-2378
	o 26 Century Blvd D. Box 305191					ss: certifi		is.com		
Na	shville, TN 372305191 USA						SURER(S) AFFO			NAICE
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Bo	iton, MA 02116				INSURE		<u> </u>			
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CERTIFICATE OF LIABILITY INSURANCE

CWOODSIDE

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600	International New England Longwater Drive			AC, No	, _{Extl:} (781)	792-3243	TAX, Ho	c	····
Nor	well, MA 02061-9146			ADDRES	ss: patricia.	condon@h	ubinternational.com		
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AC	DRD 25 (2016/03)				© 19	88-2015 ACC	ORD CORPORATION.	All righ	ts reserved.

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## International Institute of New England

## **BOARD OF DIRECTORS**

Douglas Bailey, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617)-695-9990

Christine Brennan, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

Zoltan Csimma, Board Vice-Chair 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

Jean Franchi, Director 2 Boyiston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

Ginger Gregory, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

Taeiss Haghighat, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

Rushna Tejani Heneghan, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990 Julie Hogan, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

Amy Hsuan 2 Boylston Street, 3rd Floor Boston, MA 02116 (617)-695-9990

Stephen Kasmouski 2 Boylston Street, 3rd Floor Boston, MA 02116 (617)-695-9990

Shari Loessberg 2 Boylston Street, 3rd Floor Boston, MA 02116 (617)-695-9990

William Krause, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

Rita McDonough, Treasurer (non-voting) 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

> Frederick Millham, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

Directors Serve Without Compensation.

BOSTON 2 Boylston St, 3rd Floor, Boston, MA 02116 | 617-695-9990 LOWELL 15 - 17 Warren Street, 2nd Floor, Lowell, MA 01852 | 978-459-9031 MANCHESTER 1850 Em Street, Manchester, NH 03104 | 603-647-1500 ONLINE Ene.org EMAIL info@Ene.org 523 523 555



## International Institute of New England

Deborah Shufrin, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

David Sullivan, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990 Jeffrey Thielman, President and CEO 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

> Michael Wyzga, Director 2 Boylston Street, 3rd Floor Boston, MA 02116 (617) 695-9990

BOSTON 2 Boylston St, 3rd Floar, Boston, MA 02116 | 617-695-9990 LOWELL 15 - 17 Warren Street, 2nd Floor, Lowell MA 01852 | 978-459-9031 MANCHESTER 1850 Em Street, Manchester, NH 03104 | 603-647-1500

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ONLINE iine.org EMAIL info@iine.org

## Salary Information for Key Personnel

## International Institute of New England Project 1: ESL

	Administrative					
-	(Enter Administrative Title)		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education Manager	Vanessa Rashid	22.60	52	\$24.04	\$28,251.81
2	Project Manager	Molly Short Carr	5.60	52 1	\$31.25	\$9,100.00
3	Support Administrator	To be Hired	22.50	52	\$17.50	\$20,475.00
		·	· ·	•	Administrative TOTAL	\$57,826.81

$\square$	Counseling Staff					
	[Enter Counselor Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education and Career Navigator	To be hired	[^] 40 ⁻	52	\$17.00	\$35,360.00
					Counseling TOTAL	\$35,360.00

	Teaching Staff			]		
	(Enter Teacher Title)		[Enter   Number of   Hours per   Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Instructor 1	Kayla Stewart	40	52	\$24.00	\$49,920.00
2	Instructor 2	Irina von Becker	30	52	\$24.00	\$37,440.00
3	Instructor 3	Vanessa Rashid	26	52	\$24.00	\$32,448.00
4	Instructor 4	To be hired	30	52	\$24.00	\$37,440.00
<u> </u>	· · · · · · · · · · · · · · · · · · ·		k	<b>_</b>	Teacher TOTAL	\$ 157,248.00

## International Institute of New England Project 2: IET

	Administrative			,		
	[Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Employment and Training Manager	To be hired	24.00	52	\$24.04	\$30,001.92
2	. Program Manager	Moily Short Carr	1.60	52	\$31.25	\$2,600.00
3	Support Administrator	To be hired	6.25	.52	\$17.50	\$5,687.50
	· ·	<u></u>			Administrative TOTAL	\$38,289.42

	Counseling Staff					1
	(Enter Counselor Title)		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	(Enter the Wage	TOTAL
1	Job Training Specialist #1	Asraa Abdulwahab	10	52	\$20.00	\$10,400.00
2	Job Training Specialist #2	Sarah Bates	10	52	\$20.00	\$10,400.00
3	Job Training Specialist #3	Irina Von Becker	10	52	\$20.00	\$10,400.00
	· ·	<u> </u>	· · · · ·	·	Counseling TOTAL	\$31,200.00

	Teaching Staff					
-	[Enter Teacher Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Job Training Specialist #1	Asraa Abdutwahab	10	52	\$20.00	\$10,400.00
	Job Training Specialist #2	Sarah Bates	10	52	\$20.00	\$10,400.00
3	Job Training Specialist #3	Irina Von Becker	10	52	\$20.00	\$10,400.00
			•		Teacher TOTAL	\$31,200.00

## International Institute of New England Project 3: IELCE

	Administrative			-		
	Enter Administrative Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Education Manager	Vanessa Rashid	11.43	52	\$24.04	\$14,288.41
2	Program Manager	Molly Short Carr	2.80	52	\$31.25	\$4,550.00
3	Support Administrator	To be hired	11.25	52	\$17.50	\$10,237.50
		<u> </u>	,•, ,	- <b>h</b>	Administrative	<b>\$2</b> 9,075.91

-	Counseling Staff					
	[Enter Counselor Title]		[Enter Number of Hours per Week]	[Enter the Number of Weeks per_Year]	[Enter the Wage per Hour]	TOTAL
1	Education and Career Navigator	To be hired	40	52	\$17.00	\$35,360.00
			t .		Counseling TOTAL	\$31,200.00

	Teaching Staff					
	[Enter Teacher Title]		[Enter Number of Hours per : Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Instructor 2	Irina von Becker	10 '	52	\$24.00	\$12,480.00
2	Instructor 4	To be hired	10	.52	\$24.00	\$12,480.00
3	Instructor 5	To be hired	40	52	\$24.00	\$49,920.00
	·		<u> </u>	Teacher TOTAL	\$74,880.00	

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#### Vanessa Rashid

#### Summary

Accomplished ESL teacher with extensive experience in developing curriculum for English language and cultural classes. Exceptional background in designing highly interactive learning opportunities for students, specifically in the areas of reading and writing.

#### Accomplishments

Collaborated with department and faculty members to design a year-round standards-based curriculum.

Implemented a creative art/literacy ESL writing curriculum to reach across all language levels for student success.

Coordinated with school leadership team to develop and implement school-wide goals for improvement.

Partnered with community and government agencies to create a contextualized health care English/occupational training program.

#### Experience

#### 12/2013 - Present

International Institute of New England – Manchester, NH, Education Manager

Interviewed, hired, trained, and evaluated ESL instructors for adult education. Planned and revised ESL curriculum across beginning literacy through advanced levels. Participated in Adult Education director meetings and professional development workshops. Coordinated with area partners to improve and organize resources available to increase student learning and work force readiness preparation.

11/2011 - 11/2013

Plymouth State University - Plymouth, NH, IELTS Examiner Performed and rated speaking portion of international English language tests for language learners. Rated written portion of international English language tests for language learners. Maintained professional approach while creating comfortable environment for testing.

09/2000 - 12/2003	Manchester School District - Manchester, NH, ESL Teacher				
	Employed kinesthetic, visual and auditory approaches to make lessons interesting and interactive. Taught English language skills to students from kindergarten age through adulthood. Organized supplementary materials in English for all students. Integrated technology as an instructional tool, including the Smartboard.				
09/2000 - 12/2003	Manchester Community College - Manchester, NH , ESL Adjunct Instructor				
····· (	Taught adult college-level ESL students from beginner through advanced.				
01/1997 08/1999	International Institute of NH - Manchester, NH, Resettlement Coordinator				
	Performed essential resettlement services for newly arrived refugees. Supervised multicultural and multilingual staff.				

#### Education

1997 Notre Dame College - Manchester, NH, USA Master of Education: TESOL

Coursework in English Grammar, Linguistics and Language Development-Certified ELL Instructor

.`

1991 University of NH - Durham, NH, USA Bachelor of Arts: Art History

Minor in Italian language

Graduated Magna Cum Laude Completed a year of intensive art and language study in Italy

#### Molly Short Carr

#### EXECUTIVE SUMMARY

Innovative non-profit leader with experience in large and small organizations focused on organizational development and shaping dedicated teams with a shared vision:

- Opened and established two field offices for national organizations in New York and Montana.
- Coordinated delivery of services across multiple social service agencies, government offices, and community partners.
- Strategically managed staff growth of 200 over a two-year period for a \$22 million international organization serving sub-Saharan Africa.
- Increased service capacity and grew annual budget from \$600,000 to \$4 million for a mid-size non-profit.

#### EMPLOYMENT HISTORY

#### Program Director, Manchester, International Institute of New England March 2017 – Present Manchester, New Hampshire

Lead program staff in the delivery of services to refugees and immigrants throughout Southern New Hampshire with a focus on strengthening program management.

#### Executive Director, International Rescue Committee in Missoula July 2016 – February 2017 Missoula, Montana

Established and lead a new office with a comprehensive approach to community relations, program compliance, client service delivery, and strategic planning.

- Established the foundations of a refugee resettlement program in the State of Montana.
- Engaged with community leaders, local service providers, and local government to prepare for and welcome refugees.
- Developed operational policies to inform program compliance and accountability.
- Engaged public through events, educational settings, information forums, and media outlets to raise awareness and dispel misinformation about the refugee resettlement program.
- Created a structured mentoring program to connect volunteer with newly arriving refugee families to support community integration.

#### Deputy Director for Administration, CWS Africa

October 2014 - July 2016

#### Nairobi, Kenva

Led and managed administrative team of 35 staff in human resources, finance, information technology, logistics, and property management to support operations across sub-Saharan Africa.

- Locally integrated a new Job Classification System to support performance management programs across platforms.
- Oversaw the implementation of a new Human Resource Information System.
- Coordinated the opening of a satellite office in Kasulu, Tanzania.
- Oversaw the development and submission of the annual budget, \$22 million for FY2016.
- Designed and implemented a strategic approach to hire and on-board 122 new employees over a three-month period to meet funder requirements.
- Coordinated with international partners to support teams operating in over 36 countries.
- Enhanced performance management processes including recruitment, performance evaluations, disciplinary procedures, and benefits management.
- Supported and enhanced staff professional development through coaching, mentoring and training programs.

Cultural Orientation Coordinator, CWS Africa Nairobi, Kenya May 2014 - October 2014

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Molly Short Carr

Managed the Cultural Orientation training team delivering services to refugees processed for US resettlement throughout sub-Saharan Africa.

- Implemented new English Language training programs in Rwanda and Tanzania.
- Assured the effectiveness of the cultural orientation programming in compliance with US State Department guidelines by delivering culturally appropriate curriculum to a diverse audience in 36 countries.

July 2008 - May 2014

Executive Director, Journey's End Refugee Services Buffalo. NY

Developed and led a dynamic, full service organization, implementing innovative approaches to overcome barriers to success for resettled refugees and the larger community.

- Expanded operational budget from \$600,000 to \$4 million through innovative program development and strong fiscal accountability.
- Built wrap-around services that supported refugees from arrival through citizenship with vocational training, English language instruction, employment services, and extended case management support.
- Negotiated new opportunities and partnerships with Buffalo Public Schools to increase capacity to support refugee youth from kindergarten to college.
- Designed and implemented a legal service program with multiple partners to support the needs of the refugee community.
- Guided the staff, partners, and Board of Directors in annual strategic planning and goals development.
- Established refugee forums to incorporate the voice of the refugee community in program development.

Field Office Director, US Committee for Refugees and Immigrants April 2005 – June 2008 Albany, NY

Established a new field office on behalf of USCRI to support resettlement in the Capital Region of New York State.

- Implemented programs that enhanced the delivery of services to vulnerable refugee populations.
- Developed and maintained budget and guided fundraising efforts including grant management.
- Provided services and case management to support local integration.

#### EDUCATION

Niagara University, Lewiston, NY	Expected spring 2018	
Doctorate of Philosophy in Policy and Leadership		
Medaille College, Buffalo, NY	May 2011	
Masters of Arts in Organizational Leadership		
Canisius College, Buffalo, NY	May 2002	
Bachelor of Arts in Political Science and International Relations	· · · · · · · · · · · · · · · · · · ·	

#### PROFESSIONAL AFFILIATIONS

At Risk Housing Coalition, Missoula, MT, Executive Committee

University of Arizona, Tucson, AZ, Research Consultant

University at Buffalo, Buffalo, NY, Adjunct Professor

Leadership Buffalo, Buffalo, NY, Class Experience

Canisius College Social Justice Advisory Committee, Buffalo, NY, Advisory Member

Niagara Frontier Transportation Authority Advisory Committee, Buffalo, NY, Advisory Member

Buffalo English Language Learners Network Committee, Buffalo, NY, Fiscal Advisor and Member

Buffalo Business First 40 Under Forty, Buffalo, NY

Episcopal Migration Ministries National Advisory Council, New York City, NY, National Committee Member

## Support Administrator

Reports to: Program Director

Supervision: College and Career Navigators Status: Exempt

#### Overview:

The Support Administrator works closely with program staff and the Education and Employment and Training Managers to maintain the administration of the programming.

#### Qualifications:

- Bachelor's degree required.
- 1-3 years experience in program administration.
- 1-3 years experience in adult education/ESL programming preferred.
- Excellent leadership, management and supervision skills.
- Outstanding communication, team-building, and conflict resolution skills.
- Strong writing and presentation skills.
- Commitment to advancing human rights and humanitarian work.
- Experience working across languages and cultures, able to demonstrate cultural competency.
- Experience with cost/benefit analysis.
- Computer skills including proficiency in Microsoft Word, Excel, and Outlook.
- Experience with data-entry and related systems; familiarity with Apricot preferred.
- Flexible availability— willingness to work evening and weekends as required.

**Duties and Responsibilities:** 

- Responsible for overseeing data management for ESL, IELCE, and IET programs including tracking of student progress and outcomes in Apricot.
- Work closely with the Education and Employment and Training Manager to build a robust recruitment strategy for ESL, IELCE, and IET instruction.
- Enroll participants in education and skills training programming.
- Develop an Individual Learning Plan for each new enrollee to guide instructors and coaches in support of the individual student needs and goals.
- Ensure participants are placed in appropriate levels of instruction by administering CASES pretest.
- Capture student progress and learning growth through CASES testing throughout services and at program exit.
- Provide support and leadership to program Education and Career Navigators working to support student progress by removing bariers to success.

## Education and Career Navigator

Reports to: Support Administrator Status: Non-exempt

#### Overview:

Education and Career Navigators will provide academic and career coaching, case management, and referral services to students enrolled in the IET, ESL, and IELCHE Programs in order to support them in attaining goals set. These positions provide administrative support to the Support Administrator and serves as liaison between students and staff.

These positions will work at one of the three IINE Manchester Adult Learning Centers. All Navigators engage in ongoing, job-embedded, and collaborative professional learning and other required trainings. Navigators are expected to support College and Career Readiness (CCR) content such as time management, technology, civics, and soft skills to support all students in achieving their short and long-term goals.

#### Qualifications:

- Bachelor's Degree in Human Services, Counseling, Education, or related field.
- Minimum of 2 years of related experience in client coaching particularly in college and career readiness.
- Strong counseling skills required.
- Minimum of 1 year of adult teaching experience, preferably with immigrant populations.
- Strong computer skills required.
- Excellent organizational, verbal, written, and interpersonal skills.
- Ability to prioritize duties in a fast-paced environment.
- Proficiency in additional languages a plus.
- Candidate must have dedication to the human rights of refugees, immigrants, and asylees.
- Self-motivated, able to work in a team and independently.
- Bilingual/bicultural candidates are encouraged to apply

The ideal candidate will have the following knowledge, skills, and abilities:

- Adult learning theory, principles, and methods
- Non-traditional, student-centered approaches to coaching
- College structure, systems, and processes
- Strategies and tools for career navigation and exploration
- New Hampshire Adult Basic Education and College and Career Readiness standards; state and national guidelines
- Use technology to support classroom instruction and other job-related duties
- Public speaking
- Work in a collaborative environment
- Communication and interpersonal skills as applied to interaction with students, co-workers, supervisors, and the general public

Duties and Responsibilities:

- Assist students to set and meet goals, in particular (but not limited to) those interested in college and career planning.
- Provide information to students about career planning, educational opportunities, and personal goal setting strategies.
- Build relationships with training providers, career centers, community colleges, and other community agencies to facilitate referrals to skills training and educational opportunities.
- Develop written education, career, and family (ECF) plans for all students.
- Establish positive and trusting relationships with students by fostering student accountability and effective use of resources.
- Assist students with career research and planning, including job search and placement.
- Monitor student participation in meeting goals and meet with students to assess progress.
- Coordinate workshops and activities that supplement and support instructional curriculum, including those activities related to community planning.
- Provide weekly support to the Distance Learning component of the program.
- Maintain hard-copy and electronic records (in SMARTT) with complete confidentiality and accuracy, including intakes, student enrollment, goals, student assessments
- Attend academic advising trainings, required funding meetings/conferences, site and program meetings.
- Coordinate activities for interns/volunteers, including creating materials for small group sessions and field trips.
- Attend regular calibration sessions for CASAS and TABE Clas-E Writing.
- Perform other related duties as needed including assisting with administering and scoring evaluations, maintaining the wait list, and providing weekly attendance updates.

#### SKILLS SUMMARY

- Teaching English as a Foreign Language (TEFL)
- Lesson Planning
- Lead Extra-Curricular Activities
  - Multi-Tasking & Organizing
- Time & Classroom Management

Kayla Stewart

- Team Building & Working Grant Writing
- Conversational Swahili & Spanish

October 2015 to Present

July 2013 to June 2015

July 2014

#### **RELATED WORK EXPERIENCE**

Adult ESL & Citizenship Instructor. International Institute of New England, Manubester, NH

- Teach Literacy, Intermediate, College & Career Readiness, and Citizenship Preparation to refugees/immigrants
- Create student-centered lessons using Microsoft PowerPoint/Word; calculate/record grades in Microsoft Excel
- Develop curriculum, efficient methods to track students' progress, and visual teaching materials
- Mentor undergraduate and graduate students studying TEFL or TESOL and organize ESL volunteers
- Propose ideas to grant writers on writing an addendum of current citizenship grant to meet realistic goals in the future, how to avoid problems in future grants, and how to monitor progress throughout the fiscal year
- Speak to various groups in Manchester to recruit students for taking the Naturalization/Citizenship Test.
- Create flyers, registration forms, curriculum forms, timeline and data tracking sheet to fulfill citizenship grant.

#### Teaching English as a Foreign Language (TEFL) College Instructor: Pene Corps China

Teach Courses: English Speaking & Listening, Pronunciation, and Western Culture to 30-63 students each class.

- Create authentic, engaging, active, student-centered English-related lesson plans, worksheets, quizzes, and exams.
- Create a safe, creative, and structured classroom environment by encouraging students to work in small groups.
- One-on-one tutor sessions/counseling with lower-level confidence students in English/peer interaction skills.

#### TEFL Teacher Training Program Instructor. Pence Corps China.

- Teach Courses: Prinnunciation, American Education, and Western Culture to 300 English teachers.
- Introduce new English teaching techniques/language skills by creating student-centered English-related lessons.
- Build English teachers' confidence in English speaking by being flexible and considerate of teachers' needs.

#### **VOLUNTEER EXPERIENCE**

Volunteer Advisory Committee (VAC) Chair: Pente Corps China

September 2014 to June 2015

- Communicate with Country Director (CD) and Peace Corps (PC) China Staff to identify issues in volunteer training programs which includes, but is not limited to training procedures, editing policies and emails.
- Communicate often with members to maintain transparency of news/developments from office
- Facilitate tri-annual VAC meetings/training sessions with CD and PC staff, both face-to-face and on Skype.
- Set agenda for meetings by preparing/distributing meeting agenda in advance; collect concerns/suggestions
- Follow-up with VAC Representatives and PC staff regarding actionable items after VAC meetings.

Gender Equality Women Empowerment (GEWE) Newsletter Educational Writer Chair: Penn Corps China May 2014 to May 2015

- Create culturally sensitive lesson plans relating to GEWE within the Chinese cultural context.
- Publish peer-edited lesson plans in the Peace Corps China GEWE monthly newsletter, named Voice.
- Attend monthly Skype meetings to pitch ideas and receive/give constructive feedback for other writers' pieces
- Advise fellow volunteers by brainstorming ways to solve difficulties within their women's group/starting a group

#### 5th Annual Nu Women's Summit Grant Writer: Peace Corps China

April 2014 to October 2014

September 2013 to May 2015

- First of the PC China volunteers to successfully write and complete a grant on the PCGO intranet website.
- Advise PC China volunteers and new/current Peace Corps China staff members on using PCGO and the process of writing PCPP grants during Pre-Service/In-Service face-to-face training sessions, Skype, and/or phone calls.

#### English Corner Leader: Peace Corps China

- Lead meetings encouraging varied-level group of English students/teachers to continue their studies out of class.
- Host American-themed holiday parties, Halloween, Thanksgiving, and Christmas, in order to fulfill the 2nd Goal of the Peace Corps Mission-to share and educate host country nationals about USA culture.

#### Beginning Swahili: Teacher's Assistant at University of Florida

May 2012 to August 2012

- Assist professor in making interactive lesson plans and attend classes for speaking and/or listening exercises.
- Tutor students out of class, make worksheets, quizzes, and additional practice exercises for individuals.
- Translate the introduction of "Life Without Limits" from English to Swahili once a week with the professor

# Kayla Stewart

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EDUCATION	
Southern New Hampshire University—Manchester, NH Masters of Science in Teaching English as a Foreign Language (TEFL)	March 2017-Present
University of Oregon- Coursera.org Statement of Accomplishment with Distinction "Shaping the Way We Teach English, 2: Paths to Success in English Language Teaching"	May 2013 to June 2013
University of Oregon- Coursers.org Statement of Accomplishment with Distinction "Shaping the Way We Teach English, 1: The Landscape of English Language Teaching"	April 2013 to May 2013.
University of Florida- Gainesville, FL Bachelor of Science in Animal Biology Minor in African Studies Sponsored by Florida Medallion Scholars Award	June 2008 to August 2012
Study Abroad—Michigan State Training Centre for Development Co-Operation in Arusha, Tanzani Coordinated by Michigan State University Completed Intensive/Advanced Kiswahili Course Sponsored by Fulbright Hayes Scholarship	a June 2011 to August 2011
PROFESSIONAL DEVELOPMENTNanchester, NH College & Career Readiness Train the Trainer-Manchester, NH Sponsored by New Hampshire Mentor Teaching Team Hours Eamed: On-Going	December 2016-Present
New Staff Training Part I—Concord, NH Sponsored by New Hampshire Mentor Teaching Team Hours Earned: 7	January 2016
Curriculum Workshop—Nashua, NH Sponsored by New Hampshire Mentor Teaching Team Hours Earned: 3	January 2016
EMPLOYMENT & SALARY HISTORY	
International Institute of New EnglandManchester, NH Full-Time English as a Second Language (ESL) Instructor Part-Time Citizenship Instructor	October 2015 to Present
Peace Corps VolunteerJangyou Preschool Educators College, China Full-Time College TEFL Instructor	July 2013 to July 2014
Oaks Veterinary Hospital—Gainesville, FL Full-Time Animal Care Nurse/Head Technician/Trainer	March 2012 to May 2013

5 Branch Londonderry Tumpike West, Bow, NH 03304 🔶 407-383-9160 🔶 kaylastewart@gmail.com Page 2

### **Summary of Qualifications:**

- Decisive, energetic instructor with expertise in developing and implementing curricula, lessons, and language learning programs and achieving desired results
- 20 years of professional experience in teaching, interpreting, tutoring, academic and career/job counseling with a diverse students and clients (10-65 years old)
- > Content expertise in world languages, culture, history and political studies, and experience teaching students about cultures and concepts that broaden their worldview
- Excellent research and analytical skills supported by knowledge of MS Word, MS Excel, Internet Explorer, Outlook Express, PowerPoint; familiarity with Smart Board technology, Blackboard and PLATO online learning platforms
- Student-centered teacher with awareness of and compassion for diverse students with a range of learning styles; promotes a culture of proactive improvement, innovation, creativity and learning
- > Articulate presenter with strong written, verbal and interpersonal skills
- Multilingual: English (full professional proficiency), Russian/Ukrainian (native speaker), German (limited working proficiency)

### **Professional Expérience:**

#### Teaching

2016 - Present	ESOL Consultant/Instructor, Residential Pilot Program, Easter Seals, Manchester, NH
2013 - Present	ESOL Instructor/MS - TEFL Student Mentor, International Institute of NE, Manchester, NH
	Manchester Community College, Manchester, NH
1994 - 2010	Private Tutor (ESOL/Russian/English/History/Social Sciences), Ukraine/USA
2003 - 2007	Substitute Teacher, Manchester School District, Manchester, NH
1996 - 2002	Instructor, Zaporizhzhya State University & Lyceum # 15, Zaporizhzhya, Ukraine

- Developed and implemented structured language instructions (basic/survival level through advanced/professional level of proficiency) to students, emphasizing the development of speaking, listening, reading and writing communicative skills
- Taught, performed research projects and developed curricula including proficiency-oriented learning activities in ESOL, US Citizenship, Russian, Cultural Studies, Theory and Practice of Translation, British and American Studies, Russian/World History, Political Studies, Social Sciences, Literature, job/career counseling
- Evaluated students' abilities, interests using tests, records, interviews and enrolled into the English language courses making sure that students are aware of academic expectations before enrollment
- Adapted teaching methods and authentic Instructional materials to meet students' varying needs, abilities, and interests; mentored student teachers
- Prepared instructional materials using various teaching methods including web-based learning and outcome tracking platforms
- Conducted and participated in workshops, briefings and conferences resulting in event reports

#### Academic/Employment Counseling/Training

2014	-	20	15

Consultant/Dept. of NH Employment Security Trainer Public Consulting Group/Health

multiple NHES locations, NH

- Provided outreach/education of local organizations/companies/schools and training to NHES staff with assistance to agency clientele in applying/enrolling in a Marketplace health insurance plan
- Reported overall participation/performance rates to program oversight personnel
- Navigated state agency clientele through the NH Health Insurance Marketplace/Medicaid/Medicare and help them with enrollment

## **Professional Experience (continued):**

2008 - 2014	Employment Counselor Specialist	
	State of NH DHHS NHEP /Southern NH Services	Manchester, NH
2007 - 2008	Employment Counselor	
	Workforce Investment Act/ Southern NH Services	Manchester, NH
	and evaluated individuals' skills, aptitudes, work experience, education, p nguage barriers, and degree of physical, social and emotional limitations	ersonality traits, cultural
Collected,	analyzed and reported data on the performance of clients assigned to dif ports as required and made recommendations	ferent program activities;
with WIA/	ted records management program for filing, protection and retrieval of re NHEP/ACA program requirements	-
participan	, Integrated and applied changing policies and procedures of NHEP and W ts; monitored programs and policies to meet the healthcare and human s ee population	
<ul> <li>Administe and skills</li> </ul>	red, interpreted and scored standardized tests of NHEP and WIA participa	ints to determine their abilities
Bridges, E	nd maintained accurate and up-to-date data on all participants and progra- teams (the computerized data management system), tracking individual and federal regulations and requirements	
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Interpreting/Tr	anslating	r
1992 - 2013	interpreter/Translator, Zaporizhzhya, Kiev, Ukraine / Man	chester, NH
<ul> <li>Provided   settings</li> </ul>	Russian/Ukrainian/English interpreting and translation services in busines	is, healthcare and social servic
	ted with International development organizations	
<ul> <li>Networke</li> </ul>	d and built relationships with key contacts of organizations and companie	S
Education:		· ·
Zaporizhzhya Sta	te University Ukraine	
•	nglish Language and Literature (Summa Cum Laude) GPA: 3.96/4.0	
Zaporizhzhya Sta	te University . Ukraine	•
Master of Arts, H	istory and Social Sciences (Summa Cum Laude) GPA: 3.95/4.0	
Certificates:		
Work Rea	ady NH Certification 2016	
	Grant Certification/Reception and Placement Certification by USCI	21 2015
-	t Office Applications and Project Management Fundamentals 2014	

- Certified Health Insurance Marketplace Application Counselor 2014/2015
- Teaching Civics and Citizenship to Immigrants 2012
- Families and Addiction 2011
- Assertiveness Skills for Managers and Supervisors 2007
- How to Handle Conflict and Confrontation 2007
- Business Grammar for Busy Professionals 2007
- State of New Hampshire Experienced Educator Certificate in History and Social Studies 2006

## Instructor, ESL Program

Reports to: Education Manager Status: Non-exempt

#### **Overview:**

Instructors are responsible for the development and implementation of curriculum in adult English as a Second Language with integration of college and career readiness skills. Instructors are responsible for preparing students for the successful completion of their classes and transition to college and career.

This position will work primarily during daytime hours at one of the three IINE Manchester Adult Learning Centers. All ESL Instructors engage in ongoing, job-embedded, and collaborative professional learning, which includes coaching in addition to other required trainings. ESL students come to the program seeking English skills and preparation for college and career. ESL Instructors are expected to integrate College and Career Readiness (CCR) content such as time management, technology, civics, and soft skills to support all students in achieving their short and long-term goals. All instruction is expected to be standards-based, student-centered, and contextualized to ensure the classes are rigorous, pertinent, and meaningful for students.

#### **Qualifications:**

- Bachelor's Degree in related field required; related MA preferred
- Certification in a Teachers of English to Speakers of Other Languages (TESOL) field required
- Ability to model accurate American English pronunciation and grammar required
- At least one-year of adult ESL teaching experience preferably with immigrant populations; experience with non-literate learners
- Outstanding communication skills including written, verbal, and presentation skills
- Demonstrated organizational and logistical experience.
- Excellent computer skills including Microsoft Word, Excel, and PowerPoint required
- Interest in international, refugee, and asylee issues
- Extremely well organized, detail oriented, flexible, and able to manage multiple tasks simultaneously
- Bilingual/bicultural candidates are encouraged to apply

The Ideal candidate will have the following knowledge, skills, and abilities:

- Adult Basic Education and/or ESL instruction
- Adult learning theory, principles, and methods
- Non-traditional, student-centered approaches to instruction; maintain cohesive, multi-level diverse groups
- Strong content knowledge in math, writing, reading, and/or ESL
- Curriculum development
- Contextualized instruction
- College structure, systems, and processes
- Strategies and tools for career navigation and exploration

- New Hampshire Adult Basic Education and College and Career Readiness standards; state and national guidelines
- Instructional material evaluation and selection techniques
- Use technology to support classroom instruction and other job-related duties
- Public speaking
- Work in a collaborative environment
- Communication and interpersonal skills as applied to interaction with students, co-workers, supervisors, and the general public

Duties and Responsibilities:

- Design and implement high quality curriculum and instruction for adult learners that is flexible, student-centered, standards-based, rigorous, and contextualized
- Integrate CCR skills and computer literacy.
- Deliver instruction to students using a variety of methods; adjust teaching styles to meet the needs of a diverse student population using adult learning theory/principles and content knowledge in ESL
- Prepare instructional materials, lesson plans, and classroom presentations in support of students achieving educational goals
- Administer standardized and formative assessments; assess student needs and goals; determine, student placement in program; evaluate student skills; and, assess student progress for program continuation or completion
- Facilitate the process of critical thinking and reflection
- Complete accurate and timely data collection and reporting
- Facilitate goal-setting activities with students to set and monitor goal achievement
- Facilitate student persistence with individualized support
- Develop, research, review, and/or revise curriculum; select textbooks, equipment, and materials including evaluation of alternative delivery methods of instruction
- May serve as a resource for instructional staff throughout the program in specialized areas of instruction
- Represent Adult Basic Education Program and at conferences, state committees, and/or various types of work groups
- Establish and maintain a classroom environment conducive to student learning
- Engage in collaborative professional learning and continuing education to facilitate student achievement
- Adjust learning options for individuals with special needs, physical, and/or psychological differences
- Set up/break down classrooms or other physical activity related specifically to the subject being taught
- Perform other duties of a similar nature or level as required
- Coordinate instruction with other components/programs within workforce development to ensure that clients have maximum opportunities to improve their communication and job readiness skills, gain employment, and advance towards their career goals.

## **Employment and Training Manager**

#### **Reports to: Program Director**

Supervision: Employment Specialists and Industry Training Specialists Status: Exempt

#### **Overview:**

The Employment and Training Manager utilizes data-driven and outcome-focused management to guide employment and training programs at the Manchester site. Working closely with the Program Director, Program Administrator, and Education Manager, the Employment and Training Manager oversees the operations of the site's employment and industry training services, including program planning and development, contextualized skills training services, employer recruitment and partnership, staff recruitment and supervision, and program performance, monitoring and evaluation.

#### Qualifications:

- Bachelor's degree required in Non-Profit Management, Business, Social Services or closely related field; Master's degree preferred.
- 2-5 years program management, preferably managing manufacturing, healthcare and/or hospitality sector employment and skills training programs, departments or organizations; specific experience in developing and managing successful employment programming preferred.
- Excellent leadership, management and supervision skills.
- Outstanding communication, team-building, and conflict resolution skills.
- Strong writing and presentation skills.
- Commitment to advancing human rights and humanitarian work.
- Experience working across languages and cultures, able to demonstrate cultural competency.
- Experience with cost/benefit analysis.
- Computer skills including proficiency in Microsoft Word, Excel, and Outlook.
- Experience with data-entry and related systems; familiarity with Apricot preferred.
- Flexible availability— willingness to work evening and weekends as required.

#### **Duties and Responsibilities:**

- Responsible for the planning, development, and implementation of employment and training services programming, including grant and contract development, reporting, and policy setting for program activities.
- Recruit employers and build placement pipelines and partnerships

- Develop industry-specific contextualized training programs in the areas of manufacturing, healthcare, and hospitality
- Provide direct oversight and management of program grants and contracts.
- Supervise the day-to-day operations of programs across the two programming areas by developing systems and procedures that respond to diverse client needs.
- Monitor required documentation, data collection, and reporting for contracts/programs and ensure that programs are in compliance with IINE goals and contractual guidelines.
- Assess and evaluate program effectiveness and outcomes to ensure responsiveness to client needs. Work with program staff to implement program modifications to reflect contractual regulations, client needs, and the IINE mission and goals.
- Develop recruitment strategies to engaged new students, both refugees and immigrants, in employment and training services.
- Supervise and evaluate direct reports, indirectly supervise all program staff.
- Provide guidance, support and leadership to program staff including regular performance feedback and supporting individual team member's goals.
- Oversee screening and management of program interns and volunteers.

#### Experience

International Institute of New England – Case Specialist, Employment Services Manchester, NH – October 2016 – Present

Responsible for teaching participants the skills necessary to retain employment based on qualifications and experiences. Assist IINE clients in career development while helping to increase their level of self-sufficiency including an intake of their strengths and barriers, and identification of strategies and supports to address the barriers.

Primary accomplishments encompassed:

- Job preparation, training, search, placement, and retention services that help clients prepare for and access quality jobs and careers.
- Organizes and analyzes information about local employers through records of interviews and professional sources to appraise their interest and abilities for employment planning.
- Responsible for submitting client case notes within 24 hours of service provided, with the understand that
  case nots may be viewed by program director and state refugee agencies.
- Attended weekly staff meetings, to provide input to the rest of the team, to support staff, interns and volunteers to share responsibilities that contribute to the success of the department.
- Enroll participants into Refugee for Cash Assistance (RCA) within 10 days of arrival to United States and/ OR Refugee Targeted Assistance (TAG) to assist in reaching self-sufficiency at the earliest date possible after arriving to the United States.
- Offer employment to clients who are enrolled in the Matching Grant program as needed.
- Complete employment intake with each client and discuss employment history, educational background, and availability to work.

#### Fourth Judicial District-Law Enforcement Interpreter

Boise, ID - July 2011 - October 2017

Working alongside judges, attorneys and lawyers, not only an expert knowledge of both English and Arabic, but so is the ability of communicate and understand legal terminology at meetings, preliminary hearings, depositions and verdicts. Serve as a member of the Fourth Judicial District and act as a professional in performing language assistance for prisoners, defendants and plaintiffs in civil proceedings, criminal proceedings, traffic violation proceedings, arraignments, pretrial conferences and trials; using simultaneous and consecutive modes. Occasionally, construct sight translations for the benefit of the court documents including, but not limited to court petitions, waivers, rights and other documents.

#### Aspen Mental Health LLC – Community Based Rehabilitation and Case Management Boise, 1D – January 2016 – April 2016

Responsible for delivery of Cultural Orientation, Interpreter Services for AMH with a coverage area of Idaho. Worked as a specialist to assist clients in developing skills necessary to live Independently, or in preventing movement to a more restrictive living situation. Facilitate communication and coordination services and advocate for those who aren't able to advocate for themselves. Effectiveness provided self-support and self-advocacy; while assured the safety and well being through regular communication with collogues working in the field.

Primary accomplishments encompassed:

- Coordinated interpreter services by ensuring the smooth flow of procedures and regulations.
- Identity client's need; while coordinate and link services behalf of those needs.
- Reviewed intakes, assessment and completed assessment per program requirements.
- Supported and enhanced staff on behalf of the refugees' community through education, mentoring and preparation.

#### National Interpreting Service: Luke Hospital, BTB Language Solutions Inc., Pioneer Health Resources, Housing Authority and ID School Districts Boise, ID –July 2011- November 2016

Responsible for all aspects of interpreting modes in setting such public health, community-based events and assignments within the education and social services sectors. In addition, worked as a member to demonstrated cultural competency; provided leadership and support to staff in regards of exercise independent judgments when dealing with Middle Eastern individuals; including language, traditions, values, family systems and care outcomes.

Provided guidance in the refugee resettlement process to advocators, healthcare professionals and CBRS workers, to improve services that are provided to refugees and immigrants in Idaho.

Primary accomplishments encompassed:

- Collaborated with medical providers and patients by interpreting what each part is trying to convey to the
  other.
- Translated patient materials and informational brochures issued by hospitals and medical facilities into another language.
- Effectively transition between conduit, clarify, cultural broker and advocacy roles as needs.
- Maintained assertive communication through the act of serving as the primary contact among all
  professionals to develop and delivers organizational issues related to refugees program
- Attended conferences and meetings and act as official interpreter to mediate discussion.
- Identified, defined and developed appreciative to those who are acculturated and assimilated with culture

#### Education

Bachelor of Arts (BA) In Communication Boise State University

Boise, ID - December 2015

Certificate in Macro Practices for Refugee Services: Intro to Refugee Program Supervision & Management Boise State University Boise, ID – May 2015

USCRI Reception & Placement Certification and USCRI Matching Grant Certification U.S. Committee for Refugees and Immigrations

Nationally Accredited Bridging the Gap Medical Interpreter: A 40- hour workshop where qualified interpreters con prepare for the national certification exam for medical interpreters

Certificate in All Medicald Matrix Training Program Courses Zion's Health Care

Boise, ID - May 2015

#### Additional Experience

Boise State University- Cultural Journalist: The Arbiter Spring 2015 Researched and developed weekly articles about immigrants, refugees, International affairs and international cultural activities. While Proofread correspondence newsletter articles; including multi-cultural festivals and art shows. Liaised with publishing supervisor and other journalist.

United States National Guards, Yakima, Washington – Role Player (Contactor, Summer 2012)

## Sarah D. Bates

#### EDUCATION

#### University of New Hampshire, Durham, NH

Masters of Arts in Community Development Policy and Practice, expected September 2017 William Smith College, Geneva, NY

Bachelor of the Arts in Economics and Environmental Studies cum laude, May 2011 University of New Hampshire, Durham, NH – Summer Courses in Summer 2010 Study Abroad: University of East Anglia, Norwich, United Kingdom, Fall 2009

#### HONORS

Inducted into Omicron Delta Epsilon, an International Honor Society in Economics. President's Civic Leadership Award

#### SKILLS

Proficient in Microsoft Word, Excel, PowerPoint, and Outlook. Some Quickbooks and Photoshop experience.

#### WORK EXPERIENCE

#### International Institute of New England, Manchester, NH

Case Specialist, Employment Services, May 2015 - current; Volunteer, March 2015-May 2015

- Refugee resettlement agency which offers a wide-range of services to newly-arrived Americans.
- Provide case management and employment services by offering one-on-one job coaching, pre and postemployment support services, job readiness class, and job referrals.
- Support case management team by helping with airport pickups, apartment setups, home visits, transportation to appointments and other services as needed.
- Teach a weekly job readiness class that enables our clients to understand the various nuances of work in the U.S. from work ethic to job applications to tax forms to basic banking to job safety etc.
- Coordinate with local employers to find suitable employment opportunities for clients.
- Develop lasting relationships with employers to enable them to see the value of employing our clients.
- Help clients to assess their goals and make an employability plan that aligns with their aspirations.

#### Thomas Bates Accessories, Greenland, NH

Website Manager and Office Assistant, Spring 2011-June 2014

- Provided administrative and marketing assistance for a small apparel-accessory company.
- Worked directly with a professional website development team to create an entirely new website.
- Managed the backroom of the website, updated the home page, and took new photos.
- Monitored and updated all social media outlets (Facebook, Twitter, and Pinterest) and conducted email blasts.
- Entered invoices, orders, and performed basic bookkeeping in QuickBooks.

#### The Main Idea at Camp Walden, Denmark, ME

Camp Counselor and Lifeguard, August 2012

- Tuition free camp experience for low-income, primarily inter-city girls, ages 9 to 14.
- Worked as a mentor and role model for a cabin of 9 year olds for 10 days; most of whom had never been to summer camp or an outdoor environment.
- Encouraged all the girls at the camp to try new things by teaching swimming, canoeing, and kayaking as one
  of the certified lifeguards.

#### U.S. Small Business Administration, Concord, NH

Office Intern, Summer 2009

- Provided administrative assistance to the NH District office of the SBA.
- Developed spreadsheets and reports regarding the SBA loan activity within the state of NH.
- Led a counseling session at the NH Secretary of State's office to educate the public on the various services provided by the SBA.

## Instructor, Integrated English Literacy and Civics Education Program

Reports to: Education Manager Status: Non-exempt

#### Overview:

Integrated English Literacy and Civics Education Program Instructors are responsible for the development and implementation of curriculum in adult English as a Second Language with the integration of college and career readiness skills that target functioning effectively as parents, workers, and citizens in the United States. Instructors are responsible for preparing students for citizenship and civic participation through ESL instruction.

This position will work primarily during evening hours at one of the three IINE Manchester Adult Learning Centers. All IELCE Instructors engage in ongoing, job-embedded, and collaborative professional learning, which includes coaching in addition to other required trainings. IELCE students come to the program seeking English skills and preparation for college and career. IELCE Instructors are expected to integrate College and Career Readiness (CCR) content such as time management, technology, civics, and soft skills to support all students in achieving their short and long-term goals. All instruction is expected to be standards-based, student-centered, and contextualized to ensure the classes are rigorous, pertinent, and meaningful for students.

#### Qualifications:

- Bachelor's Degree in related field required; related MA preferred.
- Certification in a Teachers of English to Speakers of Other Languages (TESOL) field required
- Ability to model accurate American English pronunciation and grammar required
- At least one year of adult ESL teaching experience preferably with immigrant populations; experience with non-literate learners
- Outstanding communication skills including written, verbal, and presentation skills
- Demonstrated organizational and logistical experience
- Excellent computer skills including Microsoft Word, Excel, and PowerPoint required
- Interest in international, refugee, and asylee issues
- Extremely well organized, detail oriented, flexible, and able to manage multiple tasks simultaneously
- Bilingual/bicultural candidates are encouraged to apply

The ideal candidate will have the following knowledge, skills, and abilities:

- Adult learning theory, principles, and methods.
- Non-traditional, student-centered approaches to instruction; maintain cohesive, multi-level diverse groups
- Strong content knowledge in math, writing, reading, and/or ESL
- Curriculum development
- Contextualized instruction
- College structure, systems, and processes
- Strategies and tools for career navigation and exploration

- New Hampshire Adult Basic Education and College and Career Readiness standards; state and national guidelines
- Instructional material evaluation and selection techniques
- Use technology to support classroom instruction and other job-related duties
- Public speaking
- Work in a collaborative environment
- Communication and interpersonal skills as applied to interaction with students, co-workers, supervisors, and the general public

**Duties and Responsibilities:** 

- Design and implement high quality curriculum and instruction for adult learners that is flexible, student-centered, standards-based, rigorous, and contextualized
- Integrate CCR skills, computer literacy, and civics
- Deliver instruction to students using a variety of methods; adjust teaching styles to meet the needs of a diverse student population using adult learning theory/principles and content knowledge ESL and civics
- Prepare instructional materials, lesson plans, and classroom presentations in support of students achieving educational goals
- Administer standardized and formative assessments; assess student needs and goals; determine student placement in program; evaluate student skills; and, assess student progress for program continuation or completion
- Facilitate the process of critical thinking and reflection
- Complete accurate and timely data collection and reporting
- Facilitate goal-setting activities with students to set and monitor goal achievement
- Facilitate student persistence with individualized support
- Develop, research, review, and/or revise curriculum; select textbooks, equipment, and materials including evaluation of alternative delivery methods of instruction
- May serve as a resource for instructional staff throughout the program in specialized areas of instruction
- Represent Adult Basic Education Program and at conferences, state committees, and/or various types of work groups
- Establish and maintain a classroom environment conducive to student learning
- Engage in collaborative professional learning and continuing education to facilitate student achievement
- Adjust learning options for individuals with special needs, physical, and/or psychological differences
- Set up/break down classrooms or other physical activity related specifically to the subject being taught
- Perform other duties of a similar nature or level as required
- Coordinate instruction with other components/programs within workforce development to ensure that clients have maximum opportunities to improve their communication and job readiness skills, gain employment, and advance towards their career goals.

Combined Statements of Financial Position September 30, 2016 and 2015

Assets	2016	2015
Current Assets:		
Cash - operating	\$ 897,308	\$ 321,480
Grants, contracts and other receivables	763,475	456,169
Prepaid expenses and other	27,203	27,286
Cash - escrow		500,000
Short-term investments	<u> </u>	1,260,000
Total current assets	1,687,986	2,564,935
investments	8,129,057	8,782,486
Property and Equipment, net	2,080,248	55,008
Security Deposits	92,764	6,000
Total assets	\$ 11,990,055	\$ 11,408,429
Liabilities and Net Assets		
Current Liabilities:	£	¢ 40.050
Accounts payable	\$ 388,266	\$ 46,850
Accrued expenses	311,762	1,481,596
Current portion of deferred rent and lease incentive	110,782	•
Deferred revenue	37,409	9,439
Total current liabilities	848,219	1,537,885
Deferred Rent and Lease Incentive, net of current portion	1,063,224	
Total liabilities	1,911,443	1,537,885
Net Assets:		,
Unrestricted:		
Operating	9,374,814	9,689,240
Property and equipment	678,351	55,008
Total unrestricted	10,053,165	9,744,248
Temporarily restricted	25,447	126,296
Total net assets	10,078,612	9,870,544
Total liabilities and net assets	\$ 11,990,055	\$ 11,408,429

The accompanying notes are an integral part of these combined statements.

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### Combined Statements of Activities and Changes in Net Assets For the Years Ended September 30, 2016 and 2015

		2016			2015	
	Temporarily			Temporarily		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Revenues:			• • • • • • • • • •			
Contract services	\$ 4,075,093	ş -	\$ 4,075,093	\$ 4,071,098	\$-	\$ 4,071,098
Donated goods and services	786,536		786,536	577,429	•	577,429
Grants and contributions	83,517	139,895	223,412	- 44,793	365,776	410,569
United Way allocation	115,679	-	115,679	116,820	-	116,820
Special events	93,659	-	93,65 <del>9</del>	193,891	-	193,891
Miscellaneous	33,483	-	33,483	1,698	-	1,698
Rental income	-	•	•	433,536	•	<b>433,</b> 536
Net assets released from program restrictions	240,744	(240,744)	-	468,779	(468,779)	-
Total revenues	5,428,711	(100,849)	5,327,862	5,908,044	(103,003)	5,805,041
Expenses:					•	
Program services	4,422,262	-	4,422,262	4,411,729		4,411,729
General and administrative	1,259,198	-	1,259,198	891,753	- j	891,753
Fundralsing	317,974	•	317,974	216,240	- '	216,240
Facilitles	•	. •		707,067	•	707,067
Total expenses	5,999,434	<u> </u>	5,999,434	6,226,789	<u> </u>	6,226,789
Changes in net assets from operations	(570,723)	(100,849)	(671,572)	(318,745)	(103,003)	(421,748)
Non-Operating Revenue (Expenses):						
Net investment gain (loss)	785,728	-	785,728	(534,458)		(534,458)
Capital grants	-	93,912	93,912	-	-	-
Net assets released from capital restrictions	93,912	(93,912)	•	-	-	-
Gain on sale of building, net of related income taxes	-	• • •				
of \$1,231,525	-	-	•	10,650,189	•	10.650,189
Amortization of financing fees	•	-	•	(184,549)		(184,549
Total non-operating revenue (expenses)	879,640		879,640	9,931,182	<u> </u>	9,931,182
Changes in net assets	308,917	(100,849)	208,068	9,612,437	(103,003)	9,509,434
Net Assets:					•	
Beginning of year	9,744,248	126,296	9,870,544	131,811	229,299	361,110
End of year	\$ 10,053,165	\$ 25,447	\$ 10,078,612	\$ 9,744,248	\$ 126,296	\$ 9,870,544

The accompanying notes are an integral part of these combined statements.

Combined Statements of Cash Flows For the Years Ended September 30, 2016 and 2015

	2016	2015
Cash Flows from Operating Activities:		
Changes in net assets	\$ 208,068	\$ 9,509,434
Adjustments to reconcile changes in net assets to net cash		
used in operating activities:		
Net realized and unrealized (gains) losses on investments	(785,728)	534,458
Gain on sale of building	•	(11,881,714
Depreciation and amortization	54,180	341,859
Amortization of lease incentive	(18,464)	-
Capital grants	. (93,912)	-
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	(212,806)	(56,353
Prepaid expenses and other	83	(7,734
Security deposits	(86,764)	-
Accounts payable	19,025	(211,987
Accrued expenses	61,691	1,242,863
Deferred rent	84,648	-
Deferred revenue	27,970	(10,882
Net cash used in operating activities	(742,009)	(540,056
Cash Flows from Investing Activities:	, N	
Investment purchases	(4,430,297)	(10,576,944
Proceeds from sale/transfer of investments	7,129,454	
(Increase) decrease in cash - escrow	500,000	(500,000
Acquisition of property and equipment	(1,757,029)	(44,211
Proceeds from sale of building	· · ·	17,766,479
Unrelated business income taxes paid	(1,231,525)	
Net cash provided by investing activities	210,603	6,645,324
Cash Flows from Financing Activities:		
Proceeds from lease incentive	1,013,322	-
Capital grants	93,912	-
Principal payments on long-term debt	<u> </u>	(6,531,318
Net cash provided by (used in) financing activities	1,107,234	(6,531,318
Net Change in Cash	575,828	(426,050
Cash;		•
Beginning of year	321,480	747,530
End of year	\$ 897,308	\$ 321,480
Supplemental Disclosure of Cash Flow Information:	· · · · · · · · ·	
Property and equipment financed through accounts payable	\$ 322,391	<u> </u>
Cash paid for interest	<u>_</u>	\$ 174,524

The accompanying notes are an integral part of these combined statements.

## Combined Statement of Functional Expenses For the Year Ended September 30, 2016

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(With Summarized Comparative Totals for the Year Ended September 30, 2015)

		2	016	<u> </u>	2015
· .	Program Services	General and Adminis- trative	Fundraising	Total	Tota!
Personnel and Related:	,				
Salaries	\$ 1,852,580	\$ 655,462	\$ 106,815	\$ 2,614,857	\$ 2,547,584
Donated services	557,583	109,868	26,399	693,850	533,695
Payroll taxes and fringe benefits	320,791	41,150	18,116	380,057	402,959
Purchased and contracted services	89,425	187,265	.62,887	339,577	239,823
Recruitment	5,188	17,796	50	23,034	72,77
Total personnel and related	2,825,567	1,011,541	214,267	4,051,375	3,796,842
Occupancy:					
Rent and utilities	276,332	95,936	16,904	389,172	265,247
Depreciation	18,109	4,105	1,932	24,146	146,132
Equipment rental	12,414	-	-	12,414	13,40
Repairs and maintenance	763	10,132	-	10,895	54,67
Mortgage interest	-	• –	-	-	174,524
Real estate taxes		<u> </u>		·	85,711
Total occupancy	307,618	110,173	18,836	436,627	739,692
Other:					
Client assistance	1,029,865	-	•	1,029,865	1,209,710
Donated goods	92,686	-	-	92,686	43,734
Professional fees	1,128	68,195	227	69,550	-63,463
Special events	-	-	61,937	61,937	59,066
Supplies and materials	47,553	11,675	2,367	61,595	77,964
Travel, meetings and conferences	35,085	15,774	3,341	54,200	57,180
Insurance	15,360	29,455	214	45,029	61,184
Telephone	39,886	1,658	-	41,544	33,974
Depreciation and amortization	18,361	7,408	4,265	30,034	11,178
Dues and subscriptions	5,781	1,250	5,410	<b>12,441</b> .	13,073
Printing	-	-	5,755	5,755	-
Miscellaneous	2,368	843	500	3,711	17,938
Postage	1,004	1,226	855	3,085	3,607
Income taxes	<u> </u>	<u> </u>	<u> </u>	<u> </u>	38,184
Total other	1,289,077	137,484	84,871	1,511,432	1,690,255
Total expenses	\$ 4,422,262	\$ 1,259,198	\$ 317,974	\$ 5,999,434	\$ 6,226,789

The accompanying notes are an integral part of these combined statements.

Combined Statement of Functional Expenses For the Year Ended September 30, 2015

		•			
	Program Services	General and Adminis- trative	Fundraising	Facilities	Total
Personnel and Related:					
Salaries	\$ 1,825,111	\$ 559,779	\$ 68,169	\$ 94,525	\$ 2,547,584
Donated services	533,695	-	· -	-	533,695
Payroll taxes and fringe benefits	288,664	88,557	10,784	14,954	402,959
Purchased and contracted services	111,070	60,541	61,716	6,500	239,827
Recruitment	740	71,927	110	<u> </u>	72,777
Total personnel and related	2,759,280	780,804	140,779	115,979	3,796,842
Occupancy:					
Rent and utilities	210,640	-	-	54,607	265,247
Depreciation		-	-	146,132	146,132
Equipment rental	12,663	• ·	· -	740	13,403
Repairs and maintenance	325	•	-	54,350	54,675
Mortgage interest	-	-	-	174,524	174,524
Real estate taxes	<u> </u>	<u> </u>	-	85,711	85,711
Total occupancy	223,628	<u> </u>		516,064	739,692
Other:					
Client assistance	1,209,710	-	· _	-	1,209,710
Donated goods	43,734	-	-	-	43,734
Professional fees	548	51,780	1,115	10,020	63,463
Special events	-	•	59,066	-	59,066
Supplies and materials	69,086	8,237	358	, 283	77,964
Travel, meetings and conferences	49,463	7,394	323		57,180
Insurance	8,171	30,312	500	22,201	61,184
Telephone	33,805	169	-	-	33,974
Depreciation and amortization	988	5,854		4,336	11,178
Dues and subscriptions	9,403	645	3,025	•	13,073
Miscellaneous	2,846	5,027	10,065	-	17,938
Postage	1,067	1,531	1,009	•	3,607
Income taxes		<u> </u>		38,184	38,184
Total other	1,428,821	110,949	75,461	75,024	1,690,255
Total expenses	\$ 4,411,729	\$ 891,753	\$ 216,240	\$ 707,067	\$ 6,226,789

The accompanying notes are an integral part of these combined statements.

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

#### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

## GENERAL PROVISIONS

I. IDENTIFICATION.				
1.1 State Agency Name Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite #20 Concord, NH 03301		
1.3 Contractor Name		1.4 Contractor Address		
Nashua Adult Learning Center, I	nc.	4 Lake Street		
		Nashua, NH 03060		
	· · · · · · · · · · · · · · · · · · ·			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number	Saa Bukikis D	Lune 70, 2018	\$827,870.45	
603-882-9080	See Exhibit B	June 30, 2018	3027,070.45	
1.9 Contracting Officer for State	e Agency	1.10 State Agency Telephone N	lumber	
Art Ellison	· · · · · · · · · · · · · · · · · · ·	603-271-6698		
1.11 Contractor Signature		1.12 Name and Title of Contra		
0:00-0	<u>nn</u>	Carol J. Baldwin, Executive Dir	ector	
Carol Bo	fallen			
	- Otto have a Compared at			
1.13 Acknowledgement: State	offew Humpshire, County of H	il is the ogh		
On AUGUST 712017 before	the undersigned officer, personal	ly appeared the person identified i	n block 1,12, or satisfactorily	
proven to be the person whose na	ame is signed in block 1.11. and a	knowledged that s/he executed th	is document in the capacity	
I suddened in Marie 1, 12	•			
1.13.1 Signature of Notary Publ	lic or Justice a to detcer	<u> </u>		
	The second secon			
[Seal]	EXPRESSION		<u> </u>	
1.13.2 Name and Title of Notar	y or Justice of UNARCOVERS			
N-R N D TRUE				
1.14 State Agency Signature		1.15 Name and Title of State A	gency Signatory	
1.14 State Agency Signature	TAMPS Init	1.15 Name and Title of State A	gency orginatory	
he all	Date: 8-9-17			
1.16 Approval by the N.H. Dep	artment of Administration, Division	on of Personnel (if applicable)	1	
	•			
By:		Director, On:		
	0			
1.17 Approval by the Attorney	General (Form, Substance and Exe	ecution) (if applicable)		
By: By: Aun B McIntyu On: 8/10/17 1.18 Approval by the Governor and Executive Council (if applicable)				
1.18 Approval by the Governor	and Executive Council (if application	able)		
		_		
By:		On:		
L				

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event

of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

#### 11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials Date

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4

Contractor Initials  $\underline{C}$ Date  $\underline{S}$ .

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

Page 4 of 4

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

> Contractor Initials <u>B</u> Date <u>8-7-201</u>7

#### **EXHIBIT A**

#### The Services

Services at Nashua Adult Learning Center will be provided at their location in Nashua at 4 Lake Street as well as Milford High School, Clearway High School, on the campus of Nashua Community College and will be offering services at the new community center being built by the city of Nashua. Students receiving services will be from the city of Nashua and its surrounding areas including Hudson, Litchfield, Merrimack, Hollis, Milford, Wilton and Brookline.

Nashua Adult Learning Center in Nashua will provide the following services:

#### Project Descriptions

#### Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

#### **Responsiveness to Regional Need**

 The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma.

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- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment
  including displaced homemakers, low-income individuals, ex-offenders, and others.

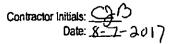
#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

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#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth guarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis on October 15, January 15, April 15 and the 15.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Page 2 of 13

Contractor Initials:

Date

Anticipated number of students served in the ABE program:

FY18	_
246	

#### Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

#### **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
  employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Contractor Initials:

Date: S

<u>7-2017</u>

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Contractor Initials: Date: 2017

Anticipated number of students served in the ESL program:

FY18
349

#### Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

#### **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

#### Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

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Contractor Initials:

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#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Contractor Initials:

Date:

2017

Anticipated number of students served in the ALS program:

FY18	
138	

#### Project 4: Integrated English Literacy and Civics Education

Integrated English Literacy and Civics Education will be a program provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United State. Such service shall include instruction in literacy and English language acquisition and Instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.

IELCE programs shall provide the following services:

#### Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without US citizenship, in need of English language acquisition skills including skilled immigrants or other English language learners who may have degrees, credentials or work experience in their native countries and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of integrated English Literacy and Civics Education including individuals with degrees, credentials or work experience in their native country.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers; low-income individuals, ex-offenders, and others.
- The Contractor may not exclude individuals seeking language proficiency and civics education, but not seeking workforce training.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- The Contractor must integrate all three of the following required components of the IELCE
  program in accordance with WIOA regulations. The components must be offered concurrently.
  - Adult Education and Literacy Activities, including English language acquisition and workforce preparation
  - o Rights and responsibilities of citizenship
  - Integrated Education and Training activity as defined in WIOA Section 203(11)

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.
- The Contractor is required to integrate the rights and responsibilities of citizenship into the curriculum.
- The IET component of the program should include an industry or employer-recognized credential.

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
  Plan including curriculum alignment with the College & Career Readiness Standards for Adult
  Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning and a plan for how distance
  learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth guarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

 The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

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Contractor Initials:

Date:

2017

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

• The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served:

FY18	•
349	
349	

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## EXHIBIT B

## Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Administrative	\$56,721.60
Counseling Staff	22,495.20
Teaching Staff	208,386.48
Administrative Benefits	12,223.00
Counseling Benefits	6,286.95
Teacher Benefits	23,964.60
Repairs & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	840.00
Advertising	600.00
Printing	1,500.00
Travel	1,980.00
Energy Utilities	22,200.00
Books & Information	15,600.00
Indirect Cost	37,543.78
Totals	\$412,981.61

ESTIMATED PROJECT 2 (ESL)	FY18
Administrative	\$35,999.04
Teaching Staff	87,801.09
Administrative Benefits	7,839.90
Teacher Benefits	10,097.15
Repair & Maintenance	1,020.00
Insurance	1,020.00
Telephone	600.00
Postage	
Advertising	600.00
Printing	1,500.00
Energy Utilities	22,200.00
Books & Information	15,600.00_
Replacement Computers	21,600.00
Indirect Cost	20,671.72
Totals	\$227,388.90

Contractor Initials: <u>CO</u>B Date: <u>8-9-3.01</u>7

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ESTIMATED PROJECT 3 (ALS)	FY18
Administrative	\$36,000.00
Administrative Benefits	11,540.00
Telephone	500.00
Postage	500.00
Travel	.500.00
Energy Utilities	9,000.00
Books & Information	2,500.00
Workbooks & Printed Medla	400.00
Digital Subscription	500.00
Indirect Costs	6,144.00
Totals	\$67,584.00

ESTIMATED PROJECT 4 (IELCE)	FY18
Counseling Staff	\$22,495.20
Teaching Staff	64,774,29
Counseling Benefits	7,287.00
Teacher Benefits	7,458.00
Energy Utilities	4,500.00
Books & Information	2,500.00
Indirect Cost	10,901.45
Totals	\$119,915.94

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$827,870.45.
- 2. The total of the approved budget shall not exceed \$827,870.45 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

# Limitation on Price:

This agreement will not exceed: \$827,870.45

# Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System. Programs are monitored monthly by the Bureau of Adult Education.

# Funding Source:

Funds to support this request are available in the account entitled Adult Education.

	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$248,361.14
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$579,509,31</u>
	\$827,870,45

# EXHIBIT C

# **Special Provisions**

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

a. OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

- 2. Annual review and update of Services, Budget and any corrective action plan.
- 3. Available funding.

4. Agreement of the parties.

5. Approval of the Governor and Council

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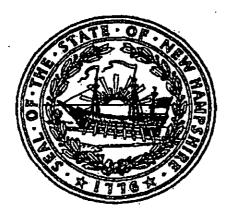
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# State of New Hampshire Department of State

# CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA ADULT LEARNING CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 61851



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of June A.D. 2017.

William M. Gardner Secretary of State



# **CERTIFICATE OF AUTHORITY**

I. Mary DeRoche, Secretary of The Nashua Adult Learning Center, Inc. do hereby certify that:

- 1. I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 3. The following is a true and complete copy of the resolution adopted by a quorum of the board of directors of the corporation via written consent on February 21, 2017 which consent was obtained in accordance with the laws of the state of incorporation and the by-laws of the corporation;

As per the resolution of the Board of Directors, we approve that the Adult Learning Center may enter into a contract with the State of New Hampshire Department of Education for the provision of services and any modifications, extensions or renewals thereof. This shall remain in force until specifically revoked.

The following is a true and complete copy of the resolution adopted at a meeting of the Board of Directors authorizing the Executive Director to execute all applicable documents in association with contracts with the New Hampshire Department of Education. See attached.

4. The foregoing resolution and by-laws are in full force and effect, unamended, as of the date hereof; and

5. The following persons lawfully occupy the offices indicated below:

Rachel Guill Alvin Oasan Mary DeRoche Chad Theroux

President Vice President Secretary Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this

7th day of <u>Hugust</u> 2017.

(Corporate Seal, if any)

-of-the Peace/Notary

(If the Corporation has no seal, the Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

Lugust 7, 2017, before me the undersigned officer personally appeared the person identified the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corport identified in the foregoing certificate, and acknowledge that s he executed the foregoing certificate

In witness whereof, I hereunto set my hand and official seal.

**CERTIFICATE OF LIABILITY INSURANCE** ACORÉ 6/14/2017 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTAC: Kimberty Gutekunst RODUCER PHONE CALC No. Ext: 603-882-2766 FAX IAG Not603-888-4230 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Appress:koutekunst@eatonberube.com Nashua NH 03064 INSURER(S) AFFORDING COVERAGE NAIC P HISVRER A Hanover Insurance INSURED NASAD MOURTER D Great Fails Insurance Co. Nashua Adult Learning Center Inc. MSURER C : c/o Carol Baldwin INSURER D 4 Lake Street INSURER E : Nashua NH 03060 INSURER F : CERTIFICATE NUMBER: 1539432063 **REVISION NUMBER:** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADOL SUBR POLICY EFF POLICY EXP . LINGTS TYPE OF INSURANCE POLICY NUMBER 5/1/2017 5/1/2018 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence GENERAL LIABILITY \$1,000,000 \$100.000 COMMERCIAL GENERAL LIABILITY \$15,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 X Employee Dishone GENERAL AGGREGATE \$3,000,000 GENL AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$3,000,000 \$1,000,000 Professional Liabili POLICY PRO-X 100 COMBINED SINGLE LIMIT 5/1/2017 5/1/2018 AUTOMORILE LIABLITY £1,000,000 BODEY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS \$ BODILY INJURY (Per accident) PROPERTY DAMAGE 5 HIRED AUTOS \$ 5/1/2017 5/1/2016 \$2,000,000 IMRRELLA LIAS x EACH OCCURRENCE OCCUR FICESS LIAB AGGREGATE \$2,000,000 CLAIMS MADE DED X RETENTION SO X WC STATU-TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 5/1/2017 5/1/2018 IA. ANY PROPRIE TOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NK) EACH ACCIDENT \$1,000,000 N / 8 EL. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POUCY LIMIT \$1,000,000 5/1/2017 5/1/2018 \$1,000,000 Directors & Officers Liability \$1,000,000 Employment Practices Liability Fiduciary Liability DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remerks Schedule, If more space is required) Education services and child care. Employee Dishonesty Limit \$100,000. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Department of Education 21 South Fruit Street, Suite #20 Concord NH 03301 AUTHORIZED REPRESENTATIVE Hhack Bemle

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DATE IMM/DD/YYYY

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Adult Learning Center

# NASHUA ADULT LEARNING CENTER, INC.

# BYLAWS

# As Amended June 21, 2011

# ARTICLE J: STATEMENT OF PURPOSE AND NON-DISCRIMINATION

The Nashua Adult Learning Center, Inc. is a private, non-protit corporation organized to provide relevant educational programs for disadvantaged and undereducated area residents, and day care for their children. The overall goal of the corporation is an educated, employable populace. Specific purposes are as follows:

To provide academic programs enabling adults and teens to increase their basic educational and life coping skills.

To provide vocational instruction, career planning and counseling to better train individuals for the local workplace.

To provide community education programs to address contemporary social, family and work issues to the community at large.

To provide and expand day care and after school day care to Adult Learning Center students and the local working community.

To maintain and expand programmatic linkages with the business community to better train individuals to work in needed professions within the Greater Nashua workplace.

To upgrade and enhance the Adult Learning Center facility to comply with federal regulations and to provide a conducive environment for instruction and social interactions for the Greater Nashua community.

There shall be no discrimination against clients because of race, religion, color, sex, age, marital status, national origin, disability, or political affiliation.

# ARTICLE II: CORPORATION ORGANIZATION

# A. Board of Directors

The affairs of this corporation shall be conducted by a Board of eleven to twenty-one noncompensated Directors which shall include all officers of the Board. Directors shall be elected on the recommendation of the Governance Committee or of any member by a majority vote of a quorum throughout the year as vacancies occur. Elections to fill vacancies shall be held throughout the year as vacancies occur. The Directors so elected shall serve a term of three years and shall be eligible for re-election to a consecutive three-year term. Thereafter, a Director may be re-elected only after an absence of at least one year from the Board, unless by special exception authorized by a two-thirds vote of the full Board of Directors. Exceptions are the Superintendent of the Nashua Public Schools who may serve continuously, and the President of the Board who shall be asked to serve on the Board for one year following his/her term of office.

Adult Learning Center staff and members of their immediate family shall not be voting members of the Board. Board members cannot receive a distribution of funds from the organization except as reasonable payment for goods and services.

Any Director may withdraw from the Board at any time by submitting a written resignation to the Corporation. A Board member whose participation is not consistent with the responsibilities outlined in the Bylaws may be removed by a Board vote.

The Adult Learning Center has and shall maintain a directors' and officers' association liability insurance policy. All members of the Board of Directors are covered by said insurance policy. All directors shall be and are indemnified by the Adult Learning Center for any legal claims made or filed against them alleging responsibility for damages when they have or are acting in their capacity as a director. This indemnification shall include payment by the Adult Learning Center of any insurance deductibles and, if the retention of private counsel by any board member becomes necessary, for reasonable fees and costs associated with the defense of such claims. This indemnification provision shall not extend to criminal or intentionally harmful acts.

The board has responsibility for fiscal and legal matters pertaining to the organization, including acquisition, management and disposition of real and capital assets. Management shall be vested in the Board of Directors with the power to comply with the policies of all federal, state, local, and private funding agencies in order to receive funds for educational opportunities for adults and their children. The Board of Directors is specifically authorized to employ an executive director of the Adult Learning Center who shall coordinate, run and operate the day to day operations of the Adult Learning Center.

The Board of Directors shall determine policy and establish procedures regarding the prudent. effective and orderly operation of the Adult Learning Center. The Board shall further address itself to publicity, community relations, building facilities, and any other supportive services it deems beneficial to the Center.

# B. Officers and their Duties

The officers of the Adult Learning Center Board of Directors shall consist of a President, Vice President, Secretary and Treasurer. All officers shall be elected at the spring meeting of the Board and shall be seated at the annual meeting in September. Officers shall serve for one year. No officer shall hold the same office for more than three (3) years. Any officer may resign by submitting written notification of his/her intention.

Specific duries are as follows:

1. The President of the Board shall preside at all meetings of the Board of Directors, appoint committees and enter into contract with all funding agencies.

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- 2. The Vice President shall perform all the duties of the President in the absence of the President or in the event of a vacancy in the office.
- The Secretary will handle Board-related correspondence, and will maintain minutes of Board meetings.
- 4. The Treasurer shall have charge of the funds of the Adult Learning Center under the direction of the Board of Directors and keep a correct account of all money received and disbursed by the Center. The treasurer shall present to the Board of Directors a monthly report, and at each annual meeting of the Center, a general report of receipts and expenditures of the Center for the previous year. The treasurer shall be directly involved in the preparation of the budget for each new fiscal year.

All officers shall be and are indemnified by the Adult Learning Center for any legal claims made or filed against them alleging responsibility for damages when they have or are acting in their capacity as an officer. This indemnification shall include payment by the Adult Learning Center of any insurance deductibles and, if the retention of private counsel by any officer becomes necessary, for reasonable fees and costs associated with the defense of such claims. This indemnification provision shall not extend to criminal or intentionally harmful acts.

C. Meetings

The annual meeting of the Board of Directors shall be held in September. There will be ten Board meetings per year; members are expected to attend at least 70% of the meetings. Special meetings may be called by the President or by any member of the Board of Directors requesting the Secretary to mail notice thereof to all members at least five (5) days before said meeting.

A majority of the current members of the Board of Directors shall constitute a quorum to transact business.

# D. <u>Committees</u>

The Executive Committee shall be a standing committee consisting of the immediate past president, the present president, the vice president, the treasurer, and the secretary of the Board of Directors of the Adult Learning Center. The Executive Committee shall assume functions of Board of Directors between meetings and, in emergencies, shall take new action for the Board. Such actions must be within the spirit of previous Board actions and must be reported to the Board at its next meeting. Three members of the Executive Committee must approve any new action.

The Governance Committee shall be a standing committee of three (3) members of the Board of Directors appointed by the President of the Board. Its function shall be to review the Bylaws and ensure compliance with its provisions; to recruit and orient new Board members; provide existing Board members with opportunities to grow and develop as leaders of the organization; conduct the annual board assessment.

The Audit Committee will engage the auditing firm, oversee the annual audit process, report to the full board on audit results, make recommendations for changes based on the audit report, and, when appropriate, design and implement a bid process for accepting bids for an audit firm. The

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Audit Committee will be separate from the Finance Committee and there will be no overlap of membership between the two committees.

The Finance Committee shall be a standing committee of three (3) members chaired by the Treasurer of the Board of Directors. The Finance Committee shall approve and monitor the corporate finances of the organization and authorize and approve the annual audit.

Other committees of three or more members may be appointed by the President of the Board on an <u>ad hoc</u> basis to meet particular needs of the Corporation.

# ARTICLE III: AMENDMENTS TO BYLAWS

The Bylaws of the Nashua Adult Learning Center, Inc. may be amended at any regular meeting of the Board of Directors by a two-thirds vote of those present, providing written notice of the proposed amendments has been given to members at least ten (10) days prior to the meeting. Amendments to these Bylaws shall not be in conflict with the existing policies of funding agencies.

# ARTICLE IV: DISSOLUTION PROVISIONS

In case of dissolution of the Nashua Adult Learning Center, Inc., the corporations' assets shall be returned to the original sources insofar as possible, or as otherwise determined by the Board of Directors.

We certify that the foregoing are the amended Bylaws of the Nashua Adult Learning Center, Inc., unanimously adopted by the Board of Directors of said corporation of September 21, 2010.

Carrie Poole Secretary



### Board of Directors 2017

Sharad Agarwal

Kathleen Allen, CPA S Gordon Corp.

Michael Cerato Cerato Group LLC

Sharon Cowen, M.S., M.Ed. Community & Economic Development Field Specialist

Kevin Cunningham Director, Information Security & Technology Risk Fidelity Investments

Mary DeRoche

Secretary Director, Human Resources Pennicbuck Corporation

Rachel Guill (2016/19) President Director, Quality & Performance Assurance BAE Systems Rivier University Student Non Voting Member Haley Goodspeed

Dorcen A. Manetta (2015/18) Past President Market Manager, Vice President People's United Bank

Jay Nannicelli (2014/17) Radar Retail

Alvin Oasan Vice President Branch Relationship Managor Enterprise Bank

Janeth Orozeo Sanchez Teen Individual Services Director BE GREAT Cohort Coordinator Boys & Oirls Club of Greater Nashua

Michael J. Sheahan, AVP Lowell Five Cent Savings Bank

Revised 12/28/16

Current: 17 Allowed: 11 to 21 Caryl Sullivan (2015/18) Certified Partner Development Specialist Dell

Chad Theroux Treasurer POS Finance

Beth Todgham (2014/17) So. NH Services

Brenda M. Van Hirtum Senior Corporate Paralegal RiverStons Resources LLC

Ryan Warren, CPA (2015/18) BerryDuna

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Directors Serve Without Compensation.

# Salary Information for Key Personnel

# Nashua Adult Learning Center Project 1: ABE

	Administrative				,	
	Title		Hours .	Weeks	Wage	TOTAL
1	Executive Director	Carol Baldwin	16	52	\$16.53	\$13,752.96
2	Director of Adult Education	Lauren Osowski	20	52	\$28.52	\$27,580.80
3	Data Entry Assistant	Carol Gookin	12 ·	30	\$19.36	\$6,969.60
4	Enroliment Coordinator	Hanna Vandiver	8	36	\$29.23	\$8,418.24
	<u> </u>				Administrative TOTAL	\$56,721.60

	Counseling Staff					
	Title		Hours	Weeks	Wage,	TOTAL
1	Counselor	Samba Halkose	20	52	\$21.63	\$22,495.20
	<u>.</u>				Counseling TOTAL	\$ 22,495.20

# Nashua Adult Learning Center Project 2: ESL

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	Administrative					
	Title		Hours	Weeks	Wage	TOTAL
1	Director of Adult Education	Lauren Osowski	20	52	\$26.52	\$27,580.80
2	Enrollment Coordinator	Hanna Vandiver	8	36	\$29.23	\$8,418.24
	·				Administrative TOTAL	\$35,999.04

# Nashua Adult Learning Center Project 3: ALS

_	Administrative					
	Title		Hours	Weeks	Wage	TOTAL
1	ALS Coordinator	Constance Cullen	30	40	\$ 30.00	\$ 36,000
	<u> </u>				Administrative TOTAL	\$ 36,000

# Salary Information for Key Personnel

Nashua Adult Learning Center Project 4: IELCE

	Counseling Staff	•				
	Title		Hours	Weeks	Wage	TOTAL
1	Counselor	Samba Halkose	20 .	52	\$ 21.63	\$ 22,495.20
	<u></u>				Counseling TOTAL	\$ 22,495.20

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# Carol Baldwin, SHRM-CP

# SKILLS

A resourceful, flexible and well-rounded team player, and leader, with strong oral and written communication skills. Able to build relationships, engage staff, manage projects and deliver results for organizational success. Adept at both the strategic and operational sides of an organization. In addition to solid background in the areas of law, human resources, corporate philanthropy and adult education, also possess the organizational and influencing skills necessary for fundraising.

### WORK EXPERIENCE

Adult Learning Center, 4 Lake Street Nashua, New Hampshire 03060

June 2014 - present

### Executive Director

- Promote an environment where staff and students are able to carry out the objectives of the Center.
- Provide and support enriching experiences for adults and teenagers who recognize the need for additional education to function at their optimal level.
- Work with the Board of Directors and the community to carry out and promote the mission of the Center.
- Develop programs that reflect the needs of the community and the goals of the Center.
- Provide sound fiscal management of the Center.

RiverStone Resources LLC, 250 Commercial Street Manchester, New Hampshire 03101 August 1999 to May 2014

Human Resources Manager

August 2011 to May 2014

- Responsible for all employee benefits, from health and welfare to 401(k) plan, including annual benefits negotiations, daily administration, vendor management, employee education, open enrollment and all compliance requirements.
- Coordinate, and often present at, employee education workshops on topics related to financial planning and health and welfare benefits.
- Serve as the Company's recruiter and manage all aspects of staffing, from temporary to permanent, including preparation of job descriptions, completion of job requisitions, outside recruiter negotiations, interviewing, hiring and onboarding.
- Project Manager for numerous software initiatives including implementation of a Learning Management System and conversion of an employee stock purchase plan from foreign to US vendor. Participated in a three year company infrastructure project.
- Implemented employee background screening procedure from adoption of formal company policy to set up with vendor to ordering and analyzing background reports.
- Compose employee communications on behalf of HR Team as well as review and approve communications from other departments.
- Oversee HR summer help and college interns including working with outside connsel to obtain appropriate visas.
- Liaison for HR issues requiring the assistance of outside counsel.
- Responsible for annual 401(k) audit and subsequent 5500 Filing.

 Appointed RiverStone Resources Community Support Coordinator, by CEO in 2009, overseeing corporate donations program and representing company at non-profit events. Responsible for developing, tracking and reporting on a sizeable corporate donations budget.

# Senior Corporate Paralegal

# August 1999 to August 2011

- Maintained corporate records and contracts for over thirty companies domiciled throughout the United States.
- Responsible for compliance with secretary of state and insurance department regulations for foreign and domestic entities.
- Prepared annual reports and drafted corporate resolutions, agendas and memorandums to the board of directors.
- Negotiated contracts with outside vendors.
- Performed extensive legal research.
- Supervised legal assistants.
- Formed and dissolved companies; assisted counsel with mergers and acquisitions.
- Interacted daily with board of directors, senior management team, and finance department as well as outside counsel and anditors.
- Annually prepared department budget in accordance with finance department specifications.
- Jordan, Maynard & Parodi, PLLC, 40 East Pearl Street Nashua, New Hampshire 03060

Paralegal under the direction of Attoiney Edward A. Jordan, Senior Partner in a general practice law firm. Concentration: commercial real estate, corporate and bankruptcy law.

 Rivier University Nashua, NH Fall 1996 to Spring 2001

March 1985 to August 1999

- Team-Instructor, Real Estate Titles and Transactions, fall 1996, 1997, 1998, and 1999
- Team-Instructor, Advanced Real Estate Titles and Transactions Rivier College, spring 1998
- Adjunct Faculty (solo), Real Estate Titles and Transaction, Introduction to Paralegal Studies 1999 to 2001

# VOLUNTEER WORK

- Adult Learning Center Board of Directors 2007 to 2013; President 2009 2010
- RiverStone Resources Wellness Committee
- Chair of Correspondence Committee First Church Nashua Capital Campaign 2013
- First Church Nashua Stewardship Committee, Personnel Committee, Chamber Choir
- Nashua Rotary West Literacy and Scholarship Committees; Ribfest Team

# EDUCATION

- PHR (now SHRM-CP) Designation December 2012. Qualified to sit for exam after one year of HR experience
- Masters in Educational Studies Adults/Concentration in Counseling Rivier University, Nashua, NH – May 2001
- Bachelor of Science Paralegal Studies, cum laude Rivier University, Nashua, NH – May 1995

# EDUCATION AND CREDENTIALS

Professional Development (for a complete list of Professional Development, see attached) Global TESOL College, Boston, MA (2006) - Professional TESOL Certificate

University of New Hampshire, Durham, NH (2003) - BA, Sociology; Minors, Spanish and Criminal Justice Universitat de Barcelona, Barcelona, Spain (2002) - Certificate of Spanish Language and Culture

# WORK EXPERIENCE

Adult Learning Center, Nashua, NH

# September 2009-present

# Director of Adult Education

- Train, supervise, and evaluate Adult Education teachers and classroom aides
- Facilitate curriculum development and implementation
- Maintain community contacts that promote the program and improve delivery of services to students
- Participate in appropriate local and state organizations

# ESOL Coordinator

- Managed and supported a staff of 15 teachers
- Maintained responsibility for curriculum development, placement testing, and activity planning
- ESOL Teacher
  - Planned interesting and varied lessons for students of different ages from a range of educational and economic backgrounds
  - Implemented a curriculum with applicable life, work, and technology skills

# New Hampshire Department of Adult Education, Concord, NH

September 2011-present

# Workshop Presenter

 Present at state conferences in New Hampshire as well as at local and state meetings (see attached) Mini-arant Writer

 Research and create lesson plans, activities, and resources for teachers (see attached) Disability Committee Member

- Collaborate with educators and administrators in New Hampshire on best practices and assistance for students with learning disabilities and other disabilities
- JEPD Facilitator
  - Lead a group of teachers in an exploration of the effectiveness and usefulness of incorporating learning centers into ESOL classrooms (Spring 2014)

# SELTI Hungary, Budapest, Hungary Start Language School, Košice, Slovakia NTE Language School, Košice, Slovakla

January 2009-July 2009 September 2007-January 2009 October 2006-September 2007

English Teacher

- Designed small group lessons for elementary, high school, and adult students in private language school as well as at local factories and businesses
- Created unique, fast-paced business English classes for international software company
- Mentored and assisted in training new teachers

# PRESENTED WORKSHOPS

- Using Technology in an ESL Classroom (2012)
- ESL and LD: What Can We Do? (Concord, NH April 6, 2013)
- Smartphones for beginners (Manchester, NH September 28, 2013)
- Using Smartphones in an ESOL Classroom (Manchester, NH September 28, 2013)
- Microsoft Word Basics for Teachers (Manchester, NH September 28, 2013)
- Simple Computer Projects for ESL Students (Manchester, NH October 19, 2013)
- Working with ESL Students with Little to No Prior Literacy (Manchester, NH October 19, 2013)
- Pronunciation Practice (Manchester, NH October 19, 2013)
- A Teacher's Look at the iPad (Nashua, NH November 20, 2013)
- Smartphone Apps for Students with Disabilities (Concord, NH January 29, 2014)
- From the Beginning: Teaching Low Level ESL Students (Manchester, NH March 22, 2014)
- Beyond the Plateau: Teaching Upper Level ESL Students (Manchester, NH March 22, 2014)
- Adult Education Technology: A Website for Adult Educators (Manchester, NH October 25, 2014)
- ESL Apps to Further Learning (Manchester, NH October 25, 2014)

# COMPLETED MINI-GRANT PROJECTS

- "Get Moving! Gemes and Activities to Get ESOL Students out of their Seats and Using English" (June 2012)
- "Using Technology in an ESOL Classroom" (June 2012)
- "Pronunciation Practice" (September 2012)
- "Education Descriptions by Country: 25 Most Common Countries Represented in New Hampshire" (May 2013)
- "From the Beginning: Working with ESL Students who Lack Literacy" (May 2013)
- * "Building Computer Literacy for Low Level ESOL Students" (August 2013)
- "Adult Education Technology: A Website for Adult Educators" (June 2014)
- "Using Learning Centers in an ESOL Classroom" (August 2014)
- "Workplace Workshops" (August 2015)

# PROFESSIONAL DEVELOPMENT

- NH Conference for Adult Educators (Concord, NH October 24, 2009)
- TESOL Convention (Boston, MA March 26, 2010)
- . Renewing Our Dedication to Adult Education (Waterville Valley, NH April 16-17, 2010)
- NH Conference for Adult Educators (Concord, NH October 30, 2010)
- Do My ESOL Students Have LD? Effective Strategies to Help ESOL Students who Struggle with Learning (Concord, NH – March 31, 2012)
- Teaching Adult ESOL Learners without Prior Literacy (Concord, NH August 23, 2012)
- Developing Writing Skills (Webinar January 15, 2013)
- Facilitating Multi-level Classes (Webinar February 7, 2013)
- A Day of Learning about Learning Centers (Augusta, ME June 19, 2013)
- iPad Apps and Lessons: An All Day Workshop (Webinar January 8, 2014)
- Job Embedded Professional Development Project Transitioning ESOL Students into ABE programs (Nashua, NH – January-April 2014)
- Bridging the Gap: Community Colleges and Foreign-Educated Immigrants (Webinar December 2, 2014)

# Carol A. Gookin

Work History	
1991 to Present:	Paraprofessional, Nashua Adult Learning Center
	Job Responsibilities: Assist the classroom teacher in Specific Duties: Assist in educational activities, maintenance of records, maintenance of the classroom, assume where possible, the duties of the teacher in her absence, substitute in other classrooms, if necessary
1967 to 1968	Clerk, Stuart's Department Store
1966 to 1967	Clerk, Woolworth's Store
1962 to 1964	Assembler, Ratheon Co.
1961 to 1962	Assemble, Symphonic Corp.
Education	
1991	GED, Nashua Adult Learning Center
References	
、 、	Furnished upon request

# Hanna Vandiver

Summary	S	um	ma	ry
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Dedicated and creative English teacher with over 15 years of experience teaching English to a wide variety of students in various settings in the United States and Eastern Europe.

# Core Qualifications

- M A of English Education Equivalent from Uzhgorod National University, Ukraine.
- 15 Years teaching experience
- Experience teaching students of all proficiency levels
- Experience with large groups and one-on-one format
- · Excellent classroom management skills
- Additional experience as a professional translator

# Achievements

# Administration:

Started and managed two ESL Schools in Uzhgorod, Ukraine which are still functioning today.

# Curriculum Development

Created curriculum for young adult and adult learners targeting novice through advanced proficiency levels.

### Organization:

Led and assisted in the development of total immersion summer programs for young adults and children.

Lesson Planning: Introduced innovative learning methods to ensure total comprehension for all students.

### Teaching:

Taught a variety of students from various backgrounds in both classroom and one-on-one settings resulting in marked improvement in the students' proficiency level.

# Professional Experience

October 1999 to	Nehemiah English School	Uzhgorod, Ukraine
May 2006	Director	
	Organized the founding and was responsible for the management School.	of the Nehemiah English

Developed curriculum targeting all proficiency levels.

Oversaw an average of four teachers at any given time. Personally taught three groups of approximately 10 - 15 students per semester. October 1999 NGO Nehemiah Uzhgorod, Ukraine to May 2006 Professional Translator Regularly translated for groups and speakers from the United States and Europe in settings ranging from large audiences to private conversations. Was responsible for training young translators in the skills necessary to clearly and accurately pass on information both from the local language into English and from English into the local language. Hope and Life Charity Organization Uzhgorod, Ukraine Director May 2008 Managed the affairs of the Hope and Life International Charity Organization relating to the tn distribution of finances to charity activities, the organization of projects to help ethnic July 2011 minorities and orphanages in the Transcarpathian Region of Ukraine. Oversaw the organization of a low cost English School to benefit the university students of Uzhgorod, Ukraine by providing them with a high guality education in the English language. Adult Learning Center Teacher Nashua, NH, USA September 2012 Conduct weekly lessons with students in. Have taught the following levels: Basic Beginner, Level 1, Level 2, and Level 4, То Present ESOL coordinator Plan and conduct student registrations and staff meetings, ensure the continued and August 2015 uninterrupted process of ESOL education by ensuring that teachers have access to all necessary materials and resources, maintain regular communication with teachers То regarding professional development and school events, assist the ESOL director as needed. Present **Education and Training** Uzhgorod National University Uzhgorod, Transcarpathia, Ukraine 1999

> Specialist in English Education English Language Teacher of the English Language and Literature.

Studied full time for five years. Degree was evaluated in 2009 as a Masters of Arts according to the system used in the United States.

# Community Involvement

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Beginning in 1999, assisted in establishing a program to provide assistance and support to Holocaust survivors in the Transcarpathian Region of Ukraine. Regularly participated in the work of the program until June of 2011.

Beginning in 2002 regularly participated in and oversaw the organization of programs to assist the Romani ethnic minority in the Transcarpathian Region of Ukraine. Specific projects include organizing humanitarian aid and medical personnel for the Romani camps, providing clean water for villages that previously had no access, overseeing construction projects to improve Romani communities. Involvement in these projects continued until June of 2011.

Beginning in 2004, regularly participated in and oversaw the organization of programs to benefit orphanages in the Transcarpathian Region. Specific programs were targeted to improve the living conditions in the orphanages, provide education regarding basic hygiene, and assist in the transition from the orphanage to adult life.

Beginning in 2010 worked with a government run trade school in conducting lessons designed to encourage the betterment of ethics and morality of students soon to enter the workforce.

# Samba C. Halkose

# QUALIFICATIONS SUMMARY

10+ years' experience in Human Services working in a broad range of service agencies across multiple work environments and requirements.Bachelor of Science in Business Study as specialization in Human Resources. Highly organized self-starter with strong interpersonal office skills and proven experience working with people from diverse backgrounds. Fluent in English, French, Swahili and Lingala.Demonstrated facility for multitasking and prioritizing in fast-paced environments.Technically competent.

- Refugee Coordinator and school liaison
- Community Organizer
- Public Relations and Community
   Outreach
- Multi-Cultural/Multi-lingual Interpreter
- Health Educator
- Residential Counselor
- Employment Support Specialist
- Case Worker

EXPERIENCE

Education & Employment Specialist: - Ascentria Care Alliance Nov. 2015- update

- Provide assistance to New American in developing an employment plan, follows up with employed refugees to support retaining or job improvements
- Evaluate clients' aptitudes, interests, work skills, work experience, education, and / or degree of limitations to find opportunities and challenges to employment
- Researches employment opportunities, networks and develops relationships with potential employers, educates employers about the benefits of hiring refugees

# Case Worker: - Ascentria Care Alliance

Sept. 2014 ~ Nov. 2015

- Provides appropriate assistance to New Americans during the resettlement and case management contractual period
- Responsible for the continuance of the orientation process, employment plan, and monitoring; and overseeing client's participation in refugee program
- The goal is to assist New American to live as self-sufficiently as possible and to integrate into the community; this must be done within the compliance of the refugee programs contracts
- Helping with school registration & conduct school orientation, testing, and in-take for the New American Students

### Medical Interpreter: - Lutheran Social Services

# April 2014 - Sept.2014

2012 - 2013

 Facilitate communication between patients with limited English proficiency (LEP) and their physicians, nurses, lab technicians and other healthcare providers

# Employment Support Specialist: - Southern NH Services

- Establish and maintain a cooperative working relationship with local agencies and business organizations with translation, e.g., immigration, hospital, government offices.
- Assist clients in completing job applications and other job search and readiness requirements.
- Work to provide and maintain job workshop for program participants.
- Develop new resources and identify existing resources to create new work sites and resources.

- Assist New Americans with filling applications for SSA, Food Stamps, Medicaid and other benefits.
- Connect New Americans children to community service agencies and ESL services as appropriate in Manchester.

# <u>Refugee Coordinator/Family Liaison – Nashua School District</u>

- Register all newly arrived refugees students and ensure they are oriented to school before their first day
- Work with the schools and families to access interpretation and transportation for school meetings and events
- Inform new arrived families about American school culture, school related policies regarding absences, field trips, and classroom rules and teachers expectations
- Recognize and promote mentorship opportunities between refugee and immigrant students and their normal counterparts.

# <u>Reach Program/Office assistant – Administrations</u>: NH Minority Health Coalition 2001 - 2003

- Provide support to the Office Manager to support the Executive Director. Account payable-clerk.
- Educating providers and empowering consumers to understand the African Culture.
- Bilingual Administrative Assistant, utilizing language and administrative skills to ensure effective and efficient communication in the work place.

# Residential Counselor – Easter Seals NH

2002 - 2011

2008-2012

- Instruct, supervise and assist residents with disability in their activities of daily living through daily routines and to carry out scheduled activities of the programs
- Perform tasks under supervision of Program manager, and Assistant Program Manager in agreement with well-known center policies and procedures

# VOLUNTEER / COMMUNITY SERVICEBoard of Directors, Manchester Community Health Center, Manchester, NH2002 – 2003Chief Leader of the Congolese Women Community In Manchester, NH.2003 – 2005Celebration of Excellence Award, Manchester Community College2007Organize and Implement social community activities.2013After School program, Summer Vacation with Women for Women Coalition2013Migrant and Refugee Leadership Academy2016

EDUCATION	
Certificate in medical interpretation	2001
Certificate in Licensed Nurse Assistant at Careers, LLC.	2004
Bachelor of Science, Business Studies with concentration in Human Resources	2010
Medical Terminology Certificate	2014

# Constance M Cullen

# Objective

To obtain the position of Adult Learner Services Coordinator

# **Employment History**

Math and English Language Tutor

2011-present Adult Learning Center, Nashua, NH

- Used weekly conversation and writing to identify strengths, weaknesses, and cultural understanding of ESOL students.
- Conferenced with teachers and administered informal testing, to math students, to address their specific needs before moving forward with their instruction.
- Utilized multiple text books and internet sources to improve math competency and reading comprehension

Substitute Teacher 3rd-5th grade/ Long Term Substitute 3rd grade 2008-2011 Windham Center School, Windham, NH

- Assumed position during an emergency situation with no advance planning
- Designed and implemented lessons and units following the third grade curriculum
- Taught Language Arts, Math, Science, and Social Studies

# Assistant Teacher

2004-2008 Merrimack Valley Montessori School, Salem, NH

- · Taught reading, math, science, social studies, and practical life lessons
- · Responsible for all lesson plans and classroom discipline for my students

# Director of Education

1996-1998 Sylvan Learning Center, Glen Burnie, MD

- Responsible for administering and interpreting all testing done for students
- Created, updated and modified IEP plans for all 100 students
- Held parent conferences discussing progress made, areas of concern and future goals
- * Hired, trained, and supervised all teachers in the center

# Education

1992 Xavier University, Cincinnati, OH

- BA Social Sciences Elementary Education
- Spanish minor

2008 Endicott University, Beverty, MA

- Masters of Education
- Early Childhood Montessori minor

# References

References are available on request.

# NASHUA ADULT LEARNING CENTER, INC. STATEMENTS OF FINANCIAL POSITION June 30, 2016 and 2015

	2016	2015
ASSETS	•	
<u>CURRENT ASSETS</u> Cash and cash equivalents Accounts receivable, net of allowance for doubtful accounts of \$4,882 and \$9,924, respectively Promises to give, current portion Prepaid expenses	\$ 1,082,230 178,632 52,091 24,658 1,337,611	\$ 1,344,939 93,953 42,489 12,918 1,494,299
PROPERTY & EQUIPMENT Land, building, and improvements Furniture and equipment Less accumulated depreciation OTHER ASSETS Promises to give, net of current portion Beneficial interest	3,041,660 589,223 3,630,883 (1,908,711) 1,722,172 31,540 200,314 231,854 \$ 3,291,637	2,967,561 499,966 3,467,527 (1,800,308) 1,667,219 41,131 208,321 249,452 \$ 3,410,970
LIABILITIES AND NET ASS	FTS	
<u>CURRENT LIABILITIES</u> Accounts payable Accrued payroll and payroll taxes Deferred revenue	\$ 60,335 88,367 87,336 236,038	\$ 52,595 158,118 <u>64,322</u> 275,035
<u>NET ASSETS</u> Unrestricted Temporarily restricted Permanently restricted	2,765,622 159,277 130,700 3,055,599	2,826,034 179,201 130,700 3,135,935

The Accompanying Notes Are An Integral Part of These Financial Statements.

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\$ 3,410,970

3,291,637

\$

# NASHUA ADULT LEARNING CENTER, INC. STATEMENTS OF ACTIVITIES For The Years Ended June 30, 2016 and 2015

	Unrestricted	Temporarily Restricted	Permanently Restricted	2016 Total	Unrestricted	Temporarily Restricted	Permanently Restricted	2015 Total
REVENUE AND SUPPORT		•	•	1 077 7.F.A		•		
State of New Hampshire - Education	\$ 877,754	<b>\$</b> -	\$ · ·	\$ 877,754	\$ 872,028	ş -	ş -	\$ 872,028
State of New Hampshire	390,136	-	•	390,136	409,167	•	•	409,167
City of Nashua - Public School	292,171	-	•	292,171	292,171			292,171
Other government grants United Way	40,500	44 000	-	40,500	28,418	·	•	28,418
Program service fees	3,009	44,000	-	47,009	22,634	22,000	•	44,634
Contributions	3,070,876		-	3,070,876	2,883,692	-	•	2,883,692
Investment income	64,646	2,900	•	67,546	63,753	85,731	•	149,484
	3,087	•	•	3,087	1,820	•	-	1,820
Other revenue	18,704	. •	•	18,704	17,947	-	•	17,947
Increase (decrease) in beneficial interest Net assets released from restrictions:	(8,007)	-	. *	(8,007)	1,810	-	•	1,810
Satisfaction of purpose restrictions	2,335	(2,335)	-	•	25,201	(25,201)	-	-
Satisfaction of time restrictions	64,489	(64,489)	<u> </u>	<u> </u>	42,172	(42,172)	<u> </u>	-
<u>.</u>	4,819,700	(19,924)	•	4,799,776	4,660,813	40,358		4,701,171
EXPENSES			,					
Program Expenses:				•				
Adult Basic Education	782,7 <del>64</del>	• •	-	782,764	773,775	· .	-	773,775
Clearway	615,995	•	-	615,995	599,989	-	-	599,989
Community Education & Computer Technology	105,931	•	•	105,931	95,845	-	. <del>.</del>	95,845
Childcare	774,610	•	. •	774,610	779,369	-	• •	779,369
School Age Childcare	2,067,358	•	•	2,067,358	1,841,933	-	•	1,841,933
- x · ·	4,346,658		 	4,346,658	4,090,911			4,090,911
Program Expenses:				$\sim$			-	
Management and general	521,621	-		521,621	519,231	· _		519,231
Fundralsing	11,833	-	-	11,833	16,186		•	16,186
	533,454			533,454	535,417			535,417
		·	<u> </u>					
TOTAL EXPENSES	4,880,112	<b>`</b>	<u>_</u>	4,880,112	4,626,328	<u> </u>	<u> </u>	4,626,328
Change in net assets	(60,412)	(19,924)	-	(80,336)	34,485	40,358	•	74,843
NET ASSETS, Beginning of Year	2,826,034	179,201	130,700	3,135,935	2,791,549	138,843	_130,700	3,061,092
NET ASSETS, End of Year	\$ 2,765,622	<u>\$ 159,277</u>	\$ 130,700	\$ 3,055,599	\$_2,826,034	\$ 179,201	\$ 130,700	\$_3,135,935

The Accompanying Notes Are An Integral Part of These Financial Statements. - 1-

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# NASHUA ADULT LEARNING CENTER, INC. STATEMENT OF FUNCTIONAL EXPENSES For The Year Ended June 30, 2016

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	PROGRAM SERVICES				-				
	Adult Basic	Clearway	Community Education & Computer Technology	Childcare	School Age Childcare	Program Total	Management	Fundraising	Grand Tota
Personnel	\$ \$42,320	\$ 402,618	\$ 58,881	\$ 458,177	\$ 1,376,918	\$ 2,838,914	\$ 242,960	\$ -	\$ 3,081,87
Payroli taxes	43,709	31,034	4,520	35,743	105,910	220,916	13,166	•	234,08
Employee benefits	20,506	43,954	784	55,265	89,115	209,624	51,366	•	260,99
Contract services		3,859	•	31,634	5,712	41,205	82,973	-	124,17
Bank service charge	•		22		17,806	17,828			44,88
Bad debt expense		•	470	2,451	3,508	6,429	•	•	6,42
Supplies	38,542	32,121	8,031	31,050	108,864	218,608	21,005	970	240,58
Food	1,666	10,686	95	44,638	121,765	178,850	4,526	•	183,37
Telephone	893	3,112	•	• • • • •	3,897	7,902	3,565		11,46
Printing	2,995	2,687	178	1,170	7,464	14,494	4,915	1,493	20,90
Postage	400	510	19		44	973	4,587		5,56
Advertising	967	1,838	1,187	4,964	4,309	13,265	2,163		15,42
Dues, membership & licenses		400	650	1,210	1,060	3,320	4,385	•	7,70
Miscellaneous expense		615		2,238		2,853	510		3,36
Occupancy	115,315	50,863	21,227	89,571	138,301	415,277	18,583	500	434,36
Rent				••••••	35,100	35,100	••••••		35,10
Scholarship awards	-	•	-	•		•	•	· 2,335	2,3
GED testing fees	•	• •	7,775	-	-	7,775	-		7,77
Fundraising expense	•	•	-	-	-			6,535	6,53
Staff training	3,594	2,614	•	5,431	12,007	23,646	6,097		29,74
Transportation	1,682	5,466	-	560	7,504	15,212	490		15,70
Insurance	8,705	2,880	1,602	6,761	10,439	30,387	1,438	• •	31,87
Repairs & maintenance		2,402	•		•	2,402	.,	-	2,40
Equipment maintenance	<u>1,470</u>	12,836	490	1,247	11,635	27,678	17,027	<u> </u>	44,70
Total Expenses Before Depreciation	782,764	610,495	105,931	772,110	2,061,358	4,332,658	506,812	1,1,833	4,851,30
Direct depreciation expense	<u>`</u>	5,500	<u> </u>	2,500	6,000	14,000	14,809	<u> </u>	28,8
Total Expenses	<u>\$ 782,764</u>	<u>\$ 615,995</u>	<u>\$ 105,931</u>	<u>\$ 774,610</u>	<u>\$ 2,067,358</u>	\$ 4,346,658	<u>\$ 521,621</u>	<u>\$11,833</u>	<u>\$ 4,880,1</u>

The Accompanying Notes Are An Integral Part of These Financial Statements. - 5 -

# NASHUA ADULT LEARNING CENTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES For The Year Ended June 30, 2015 1

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	·		PROGRAM	SERVICES					
	Adult Basic	Qearway	Community Education & Computer Technology	Childcare	School Age	Program Total	Management and General	Fundraising	_ Grand Total
Personnel	\$ 566,466	\$ 386,339	\$ 59,050	\$ 481,937	\$ 1,222,138	\$ 2,715,930	\$ 218,313	<b>s</b>	\$ 2,934,243
Pavroll taxes	42,049	32,816	4,646	36,689	94,552	210,752	11,183	• •	221,935
Employee benefits	35,353	44,819	500	59,031	73,011	212,714	45,499		258,213
Contract services	25	3,076	720	30,230	3,575	37,626	89,625.	•	127,251
Bank service charge			, <b>1</b>	50,250	-	-	33,798		33,798
Supplies	32,847	31,765	10,882	32,424	71,122	179,040	15,719	4,158	198,917
Food	177	11,981	429	44,148	111,167	167,902	2 273	,,	170,175
Telephone	4,454	2,927	150	431	3,208	11,170	2,273 Ž40		11,410
Printing	4,941	2,860	1,810	6,530	8,915	25,056	4,177	3,055	32,288
Postage	2,627	724	36	306	1,543	5,236	861	200	6,297
Advertising	984	1,286	82		1,037	3,389	3,231	280	6,900
Miscellaneous expense		286	18D	1,291	1,035	2,792	160		2,952
Occupancy	71,385	55,353	8,852	71,964	170,790	378,344	47,457	1,493	427,294
Rent		••••••	-		32,400	32,400			32,400
Scholarship awards	-	-	•	•			•	7,000	7,000
GED testing fees	-	•	7,140	•	-	7,140	-	.,	7,140
Staff training	2,123	4,175	•	4,114	9,512	19,924	9, <b>7</b> 57		29,681
Transportation	1 643	4,406	•	1,760	18,074	25,883	180	-	26,063
Insurance	6,259	7,609		2,692	6,249	22,809	4,766		27,575
<ul> <li>Repairs &amp; maintenance</li> </ul>	•	-	. •	•	•	•	3,710	•	3,710
Equipment maintenance	2,442	4,567	1,368	3,322	7,605	19,304	15,327	<u> </u>	34,631
Total Expenses Before Depreciation	773,775	594,989	95 <mark>,84</mark> 5	77 <b>6,8</b> 69	1,835,933	4,077,411	506,276	16,186	4,599,873
Direct depreciation expense	<del>`</del>	5,000	i	2,500	6,000	13,500	12,955	- <u> </u>	26,455
Total Expenses	<u>\$ 773,775</u>	\$	<u>\$ 95,845</u>	<u>\$ 779,369</u>	<u>\$ 1,841,933</u>	<u>\$ 4,090,911</u>	<u>\$                                    </u>	<u>\$ 16,186</u>	<u>\$_4,626,328</u> .

The Accompanying Notes Are An Integral Part of These Financial Statements.

# NASHUA ADULT LEARNING CENTER, INC.

STATEMENTS OF CASH FLOWS

For The Years Ended June 30, 2016 and 2015 (

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· .		2016		2015
Cash flow provided by (used in) operating activities Cash received as public support and revenue Cash paid to suppliers and employees Interest received		4,722,555 (4,824,841) 1,310		4,775,287 (4,484,725) 1,233
Net cash provided by (used in) operating activities		(100,976)		291,795
Cash flow used in investing activities Capital expenditures		(161,733)	·	(61,700)
Net cash used in investing activities	<del></del>	(161,733)		(61,700)
Net increase (decrease) in cash and cash equivalents		(262,709)		230,095
Cash and cash equivalents, Beginning of Year		1,344,939		1,114,844
Cash and cash equivalents, End of Year	<u>\$</u>	1,082,230	<u>\$</u>	1,344,939
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES				• •
Change in net assets:	\$	(80,336)	\$	74,843
Depreciation (Increase) decrease in beneficial interest Noncash contributions and promises to give In-kind rent Change in assets and liabilities:		108,403 8,007 (1,753) 20,619		105,294 (1,810) (61,646) 20,000
(Increase) decrease in accounts receivable (Increase) decrease in promises to give, exclusive of in-kind (Increase) decrease in prepaid expenses Increase (decrease) in accounts payable Increase (decrease) in accrued payroll Increase (decrease) in deferred revenue		(84,679) (20,500) (11,740) 7,740 (69,751) 23,014		141,260 198 (4,231) 15,878 4,662 (2,653)
Net cash provided by (used in) operating activities	. <u>\$</u>	(100,976)	<u>\$</u>	291,795

The Accompanying Notes Are An Integral Part of These Financial Statements. - 7 -

# FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

# AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

# **GENERAL PROVISIONS**

1.1 State Agency Name		1.2 State Agency Address			
epartment of Education		21 South Fruit Street, Suite #20			
		Concord, NH 03301			
		· ·			
1.3 Contractor Name		1.4 Contractor Address			
Second Start		17 Knight Street	1		
	•	Concord, NH 03301			
	<i>,</i>	00110010,111105501			
	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.6 FILE Chillation		
Number			A 400 553 03		
603-228-1341	See Exhibit B	June 30, 2018	<b>\$</b> 409,557.97		
ļ'	/				
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone N	umber		
Art Ellison		603-271-6698			
1.11 Contractor Signature		1.12 Name and Title of Contract	ctor Signatory		
		James B. Snodgrass, Executive I			
thank 12 hos	Thank -	3			
	$\Lambda^{\mu}$	•			
1.12 Alla autoducements State	of NH , County of	m-ssimant.			
1.13 Additiowledgement: State		1400 anal	· (		
		ly appeared the person identified in	block 1.12 on existent with		
Uniference -) of the before	the undersigned officer, personal	ly appeared the person identified in	Block 1.12, of salistactority		
proven to be the person whose na	ame is signed in block 1.11, and a	knowledged that she executed this	s document in the capacity		
indicated colorolly line			····		
1.13. Soundure Of Master Pub	lic or Justice of the Peace	<i>—</i> .	• • • •		
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Self a 2017	Reproining	0 4	•		
[Self 72, 2017	y or Justice of the Peace				
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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

# 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

# 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

# 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

# 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

# 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8:1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this

Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

# 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

# 11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

# 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

# **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** 

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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# EXHIBIT A

# The Services

Services at Second Start will be provided from their building at 17 Knight Street in Concord, but will also be available at the Merrimack County House of Corrections and in students' home. Students receiving services will be from the City of Concord and twenty-eight surrounding communities.

Second Start in Concord will provide the following services:

# Project Descriptions

# Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

# Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

# Serving the Most in Need

- The Contractor is responsible for Identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including
  physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

# Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- · Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

# Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Contractor Initia

# Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
  Plan including curriculum alignment with the College & Career Readiness Standards for Adult
  Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

# Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

# Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

# Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 – 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

# Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis on October 15, January 15, April 15 and July 15.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

# Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Contractor Ini

Anticipated number of students served in ABE program:

[	FY18
	65

# Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

# **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship" from US Census's American Community Survey to target, recruit, and serve individuals.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

# Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The Contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of English language learners with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

# Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

# Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

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# Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
  Plan including curriculum alignment with the College & Career Readiness Standards for Adult
  Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

# Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

# Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- · The Contractor must incorporate the use of a variety of technology services in the classroom.

# Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Contractor Initials

Anticipated number of students served in ESL program:

FY18	
95	

#### Project 3: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

#### Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruit, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

#### Serving the Most in Need

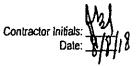
- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
  physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the oppreprint of service for each learner.
- ¹ convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.
- The Contractor is required to identify gaps in existing services and address those gaps.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.



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#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
  Plan including curriculum alignment with the College & Career Readiness Standards for Adult
  Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

#### Intensity, Quality and Best Practices

- · The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

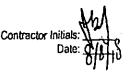
Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.



# Anticipated number of students served in ALS program:

FY18	
74	

Contractor Initials:

Page 7 of 11

## EXHIBIT B

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# Estimated Budget: Limitation on Price: Payment

FY18	ESTIMATED PROJECT 1 (ABE)
\$40,372.00	Administrative
10,419.00	Counseling Staff
31,366.26	Teaching Staff
4,437.61	Administrative Benefits
980.31	Counseling Benefits
2,951.20	Teacher Benefits
2,320.00	Professional Services - IT Services
238.00	· Water
594.00	Disposal Services
495.00	Snow Plowing Services
2,177.00	Repairs & Maintenance
512.00	Insurance
202.00	Telephone
263.00	Postage
1,450.00	Advertising
1,688.00	Energy Utilities
1,600.00	Books & Information
2,414.00	Supplies
. 500.00	Non-Expendable Supplies
5,480.00	Depreciation
\$11,045.94	Indirect Cost
\$121,505.32	Totals

ESTIMATED PROJECT 2 (ESL)	FY18
Administrative	62,306.00
Counseling Staff	18,090.00
Teaching Staff	34,613.60
Administrative Benefits	6,961.03
Counseling Benefits	1,838.77_
Teacher Benefits	3,518.33
IT Services	2,900.00
Water, Sewer	396.00
Disposal Services	990.00
Snow Plowing Services	825.00
Repairs & Maintenance	3,628.00
Insurance	853.00
Telephone	336.00
Postage	438.00
Advertising	2,174.00
Energy Utilities	\$2,814.00

Contractor Initials: My Date: SP 17

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Page 8 of 11

·		
	Supplies	5,570.00
	Books & Information	1,600.00
	Depreciation	9,134.00
	Indirect Cost	15,898.57
_	Totals	\$ 174,884.30

ESTIMATED PROJECT 3 (ALS)	FY18
Administrative	\$ 11,388.00
Teaching Staff	55,055.00
Administrative Benefits	1,207.27
Teacher Benefits	16,351.85
IT Services	709.00
Water/Sewer	108.00
Disposal Services	270.00
Snow Plowing Services	225.00
Repairs & Maintenance	2,295.00
Insurance	1,211.04
Telephone	875.04
Postage	875.04
Advertising	_906.00
Travel	1,000.08
Energy Utilities	767.04
Books & Information	3,500.04
- Consumables	1,874.88
Non-Expendables	500.04
Depreciation	3,762.00
Indirect Cost	10,288.03
Totais	\$ 113,168.35

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the Contractor for allowable expenses up to a maximum total payment of \$409,557.97.
- 2. The total of the approved budget shall not exceed \$409,557.97 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.

Contractor Initials:

Page 9 of 11

- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status ' reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

#### Limitation on Price:

This agreement will not exceed: \$409,557.97

#### Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

#### Funding Source

Funds to support this request are available in the account entitled Adult Education.

I	<u>FY 2018</u>
06-56-56-565010-2535-072-500575 Grants - Federal	\$122,867.40
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$286,690.57</u>
	\$409 557 97

Contractor Initia

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#### EXHIBIT C

#### **Special Provisions**

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

 OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

2. Annual review and update of Services, Budget and any corrective action plan.

3. Available funding.

4. Agreement of the parties.

5. Approval of the Governor and Council

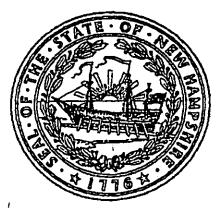
Page 11 of 11

# State of New Hampshire Department of State

#### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65173



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire. this 9th day of June A.D. 2017.

William M. Gardner Secretary of State

Cert	ificate	of Au	thority

I, George Pangakis, Clerk/Secretary of Second Start do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is a true and complete copy of the resolutions voted by the Executive Committee of the board of directors of Second Start on June 7, 2017. The vote is in accordance with the law of New Hampshire and the by-laws of the corporation:

Second Start will enter into a contract with the NH Department of Education to provide Adult Basic Education, English as a Second Language, and Adult Learner Services. This resolution shall remain in effect until specifically revoked.

Second Start's Board of Directors has named James Snodgrass as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The foregoing resolutions are in full force and effect, unamended, as of the date hereof; and
- (5) The following persons lawfully occupy the offices indicated below:

Dodd Griffith, President

James Snodgrass, Executive Director

Matt Nadeau, Vice President

George Pangakis, Secretary

Tom Painchaud, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this And August, 2017.

(Corporate Seal if any)

k/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF

On  $\underline{August 8}$ , 20/7, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

ur

Notary Public/Instice of the Peace

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/7/2017

THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INSI REPRESENTATIVE OR PRODUCER, AN IMPORTANT: If the certificate holder I	VELY DI URANCE ID THE C	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTUFICATE HOLDER. DITIONAL INSURED, the	EXTEND OR ALT TE A CONTRACT	BETWEEN	DVERAGE AFFORDED BY TH THE ISSUING INSURER(S), A IN SUBROGATION IS WAIVED	E POLICIES UTHORIZED
the terms and conditions of the policy, certificate holder in fleu of such endors			ndorsement. A sta	nement on t	NS CHUIICELO DOSS NOL CONTRI	rights to the
PRODUCER		<u>r</u>	CONTACT Pat Ma	c)k		
E 6 S. Insurance Services LLC			NAME: PHONE (603	1293-2791	PAX (AVC. Not: (503) 2	93-7189
21 Maadowbrook Lane			E-MAL ADDRESS DATES	in an rance	I IA/C. Not: (000)	
P O Box 7425			ADDRESS; F			·····
	47-742				NOING COVERAGE	NAIC #
Gilford NE 032	4/-/44		INSURERAGENAL American Ins Group			f
Second Start			INSURER B:Technology Insurance Co			42376
17 Knight Street		· ·		I STATE F	ire Insurance	╂────┤
, and the second s	•	· .	INSURER D:		· · · · · · · · · · · · · · · · · · ·	<del>}</del>
Concord NE 033	กา		INSURER E:		<u> </u>	<u> </u>
		ENUMBER:2016-2017	INSURER F:	<u> </u>	REVISION NUMBER:	·
THIS IS TO CERTIFY THAT THE POLICIES			VE AFEN ISSUED T	_		KCY AFRICO
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUCH	ouireme Pertain, Policies	INT, TERM OR CONDITION THE INSURANCE AFFORD LUMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	T OR OTHER ES' DESCRIBE / PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
LTR TYPE OF INSURANCE	ADOLISUER INSD WORD	POLICY NUMBER	POLICY EFF	POLICY DUP	LIMITS	
X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$	1,000,000
				}	PREMISES (Es occurrence) 5	1,000,000
	1		12/31/2016	12/31/2017	MED EXP (Any one person) \$	20,000
		· ·			PERSONAL & ADV INJURY 5	1,000,000
GENL AGGREGATE LIMIT APPLIES PER		]		·	GENERAL AGGREGATE \$	3,000,000
「▼POUCY 「路台」 「LOC 」		[	, i		PRODUCTS - COMPYOP AGG S	3,000,000
OTHER:		} .		1	3	
AUTOMORILE LINELITY					COMEINED SINGLE LIMIT S	1,000,000
	· {				BODILY INJURY (Per person) \$	1
ALL OWNED SCHEDULED	1		12/31/2016	12/31/2017	BODILY INJURY (Per accident) \$	
HIRED AUTOS AUTOS		-			PROPERTY DAMAGE S	
		•			Uninnund motorist combined 8	1,000,000
					EACH OCCURRENCE 5	2,000,000
EXCENSION OF UNPALLING					AGGREGATE S	2,000,000
DED X RETENTIONS 10,000			12/31/2016	12/31/2017		
WORKERS COMPENSATION	-+				PER X OTH-	
AND EMPLOYERS LIABLITY Y I N ANY PROPRIETOR PARTNER EXECUTIVE			(		EL EACH ACCIDENT S	500,000
B (Mandatory in Nig)	HIA		1/1/2017	1/1/2018	E.L. DISEASE - EA EMPLOYEE \$	.500,000
If yes, describe under DESCRIPTION OF OPERATIONS below					EL DISEASE - POLICY LIMIT &	500,000
C Accident Policy			12/31/2018	12/31/201/	Accident Medical Expense	\$50,000
1			l ·			ļ
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be misched if more space is required) Co. A: Computer Fraud and Funds Transfer Fraud Policy PAC4067426 12/31/2016 to 12/31/2017 \$650,000 limit,\$3,000 Deductible Co. A: Employee Dishonesty PAC4067426 12/31/2016 to 12/31/2017 Par occurrence \$325,000 limit, \$3,000 deductible						
			CANCEL A TON			
State of NH, Dept of Education		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
Bureau of Adult Education 20 South Fruit St, Suite 20			ACCORDANCE WITH THE POLICY PROVISIONS.			
Concord, NH 03301					0.	
•		Pat Mack/PAT Pater Mack				

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# **Second Start Board of Directors**

Updated Dec 2016

Dodd Griffith Concord, NH	Attorney Gallagher, Callahan & Gartrell 214 North Main Street PO Box 1415 Concord, NH 03302 545-3610 Fax: 228-8396 griffith@gcglaw.com	President Member since 2014
Matt Nadeau Concord, NH	Associate Accountant Nathan Wechsler & Company 70 Commercial Street, Suite 401 Concord, NH 03301-5031 224-5357 Ext. 327 Fax: 224-3792 mnadeau@nathanwechsler.com	Vice President
Tom Painchaud Concord, NH	Senior VP of Distribution Services New Hampshire Distributors 65 Regional Drive PO Box 267 Concord, NH 03302-0267 410-1823	Treasurer
	tpainchaud@nhdist.com	Member since 2012
George Pangakis Concord, NH	Director of Safety and Security St. Paul's School 325 Pleasant Street Concord, NH 03301 229-4639 Fax:229-4655 gpangakis@sps.edu	Secretary
Frank Lemay Chichester, NH	President Milestone Engineering & Construction, Inc. 1 Horseshoe Pond Lane PO Box 2279 Concord, NH 03302-2279 226-3877 Fax: 226-3361 frank@milestoneengcon.com	<u>.</u> Member since 2006
Helmut Koch Concord, NH	Retired Chairman/Director Exacom, Inc. 99 Airport Road Concord, NH 03301 491-3306 helmut.koch.2001@gmail.com	Member since 2008

Directors Serve Without Compensation.

Will Brunkhorst Hopkinton, NH

Maria del Mar Acebron Bow, NH

Becky Schaefer Weare, NH

Valerie Koch Chichester, NH

Andrew Grosvenor Concord, NH

Carolyn Mailon Concord, NH

Caroline Brown Hopkinton, NH Software Consultant 542 Putney Hill Road Hopkinton, NH 03229 746-5175 will.brunkhorst@gmail.com

Senior Teller Merrimack County Savings Bank Business Center 190 North Main Street Concord, NH 03301 545-6030 macebron@mcsbnh.com

Guidance Concord High School 170 Warren St, Concord, NH Concord, NH 03301 225-0800 rschaefer@sau8.org

.

Instructor Teacher Preparation CRTC Abbot Downing School 152 South Street Concord, NH 03301 225-0827 valflanders2@gmail.com

Attorney Merritt Merritt and Moulton 60 Lake Street Burlington, VT 05401 (603) 223-9179 drewgrosvenor@gmail.com

Senior Nursing Subject Matter Expert Higher Learning Technologies 2500 Crosspark Road, BVC Ste W145 Coralville, IA 52241 (603) 513-8441 crmallon@gmail.com

Attorney Orr & Reno PA 45 S. Main Street Concord, NH 03302-3550 (603) 224-2381 <u>CBrown@orr-reno.com</u> Member since 2008

Member since 2012

Member since 2015

Member since 2016

Member since 2016

Member since 2016

Member since 2017

# Salary Information for Key Personnel

Second Start	
Project 1: ABE	

	Administrative		•			
	(Enter Administrative Title)		(Enter Number of Hours per Week)	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
-	Executive Director	James Snodgrass	3	52	\$ 61.00	\$ 9,516.00
2	ABE Director	Joanne DelDeo	14	52	\$ 36.50	\$ 26,572.00
3	Support Specialist	Vigdis Dunn	6	34	\$ 21.00	\$ 4,284.00
	· · · · · · · ·				Administrative TOTAL	\$ 40,372.00

# Salary Information for Personnel

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Second Start	
Project 2: ESL	

	Administrative	-					
	Enter Administrative Title]		1	(Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Executive Director	James Snodgrass		7	52	\$ 61.00	·\$ 22,204.00
2	ABE Director	Joanne DelDeo		20	52	\$ 36.50	\$ 37,960.00
3	Support Specialist	Vigdis Dunn		3	34	\$ 21.00	\$ 2,142.00
						Administrative TOTAL	\$ 62,306.00

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# Salary Information for Personnel

Second Start	
Project 3: ALS	

	Administrative					
	(Enter Administrative Title)		(Enter Number of Hours per Week]	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL
1	Adult Services Director	Joanne DelDeo	6	52	\$ 36.50	\$ 11,388.00
					Administrative TOTAL	\$ 11,388.00

	Teaching Staff					
	[Enter Teacher Title]		(Enter Number of Hours per Week)	[Enter the Number of Weeks per Year]	[Enter the Wage per Hour]	TOTAL.
1	ALS Coordinator	Susan Bubp	. 35	52	\$ 30.25	\$ 55,055.00
	· · · · · · · ·				Teacher TOTAL	\$ 55,055.00

#### JAMES B. SNODGRASS

### EMPLOYMENT

05/75 to Present

09/74 to 05/75 .

01/72 to 06/73

Executive Director Second Start, Concord, NH

<u>Resident Counselor</u> Franklin Pierce College, Rindge, NH

<u>Teacher</u> Services for Education and Rehabilitation in Addiction 1065 University Avenue Bronx, NY

#### EDUCATION

1973 to 1974

1967 to 1971

Antioch Graduate School, 1 Elm Street, Keene, NH, M. Ed. Administration

Assistant to Director of Admissions and Work Study Coordinator

Miami University, Oxford, Ohio B.S. in Education, Major in Political Science

#### CERTIFICATION

Social Studies Teacher, Grades 7-12, State of New Hampshire

Administration and Supervision, State of New Hampshire

#### REFERENCES

Available on Request

# JOANNE S. DEL DEO

#### PROFESSIONAL EXPERIENCE

1999 - present - Second Start

Concord, NH

Program Director

 Provide leadership and management for the Adult Basic Education Program, including all components of staffing, program planning, grant proposals, inter-agency communication and collaboration.

Student Advisor, 1992 - 1999

- Provided career and academic support for 50 students per year. Revised counselor position to focus on employability and set up a career development information center.
- Coordinated a distance learning endeavor with a college in southern NH and a local network service provider. Proficient with computer applications and experienced with videoconferencing.

Adult Basic Education Teacher, 1991-1993

• Taught basic reading, writing and mathematics to adults in a multi-level class. Supervised an assistant and several student interns.

Transition Coordinator, Adolescent Program, 1991

 Developed new liaison position. Facilitated communication among teachers, support staff, community agencies and students dually enrolled in alternative and public high schools.

Program Coordinator/Trainer, 1989-1991

 Recruited, assessed and provided academic and pre-employment skills training to more than 40 out-of-school youths; most reached their GED goals. Established local networks for public relations and referral. This was the only one out of six statewide pilot programs awarded funding for another year.

#### EDUCATION

1997 Career Deve	College for Lifelong Learning lopment Facilitator Certificate	Manchester, NH
1988 Bachelos of	Plymouth State College Science, Public Management, magna cum lande	Plymouth, NH

#### AWARDS AND HONORS

Outstanding Public Management Senior

Pi Gamma Mu, International Honor Society

Phi Kappi Phi, National Honor Society

694 LOUDON RIDGE ROAD + LOUDON, NH 03307 + PHONE (603) 267-6801 + E-MAIL jadeldeo@secoud-statiorz

# Vigdis Dunn

#### Professional Experience:

2001- present	Second Start Concord, NH Adult Education Student Advisor
1999- 2001	Bancroft Employment Services Concord, NH Staffing Coordinator, Out of Site Training Coordinator, Projects with Industry Program Coordinator/Instructor, Project Entry Program
199 <b>7-1998</b>	New Hampshire Job Training Council, Jobs for NH Graduates Program Laconia, NH Youth Specialist
1997 ₍	Seminole Point Hospital Sunapee, NH Case Manager
1996-1997	Seaborne Hospital Dover, NH Primary Therapist Counselor 1
<u>Education:</u>	Northeastern University Boston, MA Bachelor of Science (1992), Psychology

Quinnipiac College Hamden, CT Bachelor of Arts, Psychology (3 years completed)

# Susan Bubp

### Professional Experience:

2000 present NH Mentor Teacher Team and NH Math Leadership Team			
1983- present	Second Start		
	Concord, NH		
•	Adult Learner Services Coordinator		
	Adult Basic Education Teacher		
1999- 2001	NCSALL/ World Education, Practitioner Dissemination Network		
	Boston, MA		
	NH Practitioner Leader		
1988-1995	Concord School District		
	Concord; NH		
	ESL tutor		
1976-1982	New Hampshire State Prison -		
	Concord, NH		
	English Instructor		

### Education:

Pennsylvania State University Bachelor of Science (1975), Law Enforcement and Corrections

New Hampshire Teacher's Certification- English

## SECOND START STATEMENTS OF FINANCIAL POSITION JUNE 30, 2016 AND 2015

ASSETS				
		2016		2015
CURRENT ASSETS				
Cash	S	282,096	\$	199,296
Accounts Receivable		34,428		20,789
Grants Receivable		173,159		95,345
Unconditional Promises to Give		43,000		51,967
Prepaid Expenses		53,644		85,258
Total Current Assets	·	586,327		452,655
PROPERTY AND EQUIPMENT			,	
Property and Equipment		3,261,933		2,988,405
Less Accumulated Depreciation		(1,752,098)		(1,662,300)
Net Property and Equipment		1,509,835		1,326,105
TOTAL ASSETS	<u>s</u>	2,096,162	<u>s</u>	1,778,760
LIABILITIES AND NET AS	SETS	5		,
CURRENT LIABILITIES		•	-	
Current Portion of Long-Term Debt	\$	8,925	S	-
Accounts Payable		32,013		24,840
Accrued Expenses		189,812		184,970
Deferred Revenue		12,686	_	10,474
Total Current Llabilites	_	243,436		220,284
Long-Term Debt, Net of Current Portion		42,337		••
TOTAL LIABILITIES		285,773		220,284
NET ASSETS		· ·		
Unrestricted				
Board-Designated		50,000 ·	•	50,000
Undesignated		1,687,018		1,431,066
Temporarily Restricted		73,371		77,410
TOTAL NET ASSETS	<del></del>	1,810,389	<u> </u>	1,558,476
TOTAL LIABILITIES AND NET ASSETS	<u>\$</u>	2,096,162	<u>s_</u>	1,778,760

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The Accompanying Notes are an Integral Part of These Financial Statements

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- Page 3 -

# SECOND START STATEMENTS OF ACTIVITIES FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

SUPPORT AND REVENUES       S       34,281       \$       14,700       \$       44,981       \$       35,021       60,1         Contributions       12,021       43,000       55,021       60,1       774,968       774,968       61,1         Fees from Overnmental Agencies       774,968       774,968       774,968       744,200       943,207         Oranis - Private       948,201       948,201       948,201       948,201       855,31         Loss on Disposal       (13,648)       (13,648)       (14,648)       2729,72         NET ASSETS RELEASED FROM RESTRICTIONS       5       2,995,245       99,700       3,035,945       2,792,72         NET ASSETS RELEASED FROM RESTRICTIONS       103,739       (103,739)		Unrestricted	Temporarily Restricted	2016	2015
United Way       12,021       43,000       55,021       60,1         Fees from Oovernmental Agencies       774,968       774,968       774,968       814,3         Grants Frivate       1,143,207       1,143,207       943,201       945,201         Grants Private       948,201       948,201       948,201       948,201       948,201         Miscellaneous       37,215       37,215       37,215       2,792,7         NET ASSETS RELEASED FROM RESTRICTIONS       2,936,245       99,700       3,035,945       2,792,7         NET ASSETS RELEASED FROM RESTRICTIONS       103,739       (103,739)       -       -         EXPENSES       103,739       (103,739)       -       -       -         Program Services       188,259       188,259       187,90       -       -         Instruction and Student Activities       1,883,317       1,883,317       1,830,1       -         Other Program Costs       195,335       195,335       195,335       187,9         Occupancy       81,582       41,582       80,9         Direct Deprecision       779,072       74,7       74,7         Total Program Services       2,427,565       2,427,565       2,427,565       2,317,7	SUPPORT AND REVENUES	•••			
Fees from Governmental Agencies       774,968       774,968       774,968       814,3         Grants from Governmental Agencies       1,143,207       1,143,207       943,2         Grants Frivate       42,000       42,000       30,00         Private Fees       948,201       948,201       855,3         Loss on Disposal       (13,648)       (13,648)       (13,648)         Miscellaneous       37,215       54,4       54,4         Total Support and Revenues       2,936,245       99,700       3,035,945       2,792,7         NET ASSETS RELEASED FROM RESTRICTIONS       103,739	Contributions				
Grants from Governmental Agencies       1,143,207       1,143,207       943,2         Orants - Private       42,000       42,000       30,0         Private Fees       948,201       948,201       948,201         Miscellaneous       37,215       37,215       37,215         Total Support and Revenues       2,936,245       99,700       3,035,945       2,792,7         NET ASSETS RELEASED FROM RESTRICTIONS       103,739		12,021	43,000	55,021	60,174
Grants - Private       42,000       42,000       30,0         Private Fees       948,201       948,201       855,3         Loss on Disposal       (13,648)       (13,648)       (13,648)         Miscellaneous       37,215       37,215       54,4         Total Support and Revenues       2,936,245       99,700       3,035,945       2,792,7         NET ASSETS RELEASED FROM RESTRICTIONS       54,4       54,4       54,4       54,4         Total Support and Revenues       103,739       (103,739)		774,968	•		814,387
Privula Fees       948,201       948,201       948,201         Loss on Disposal       (13,648)       (13,648)         Miscellaneous       37,215       37,215         Total Support and Revenues       2,936,245       99,700       3,035,945       2,792,7         NET ASSETS RELEASED FROM RESTRICTIONS       103,739		1,143,207	•		943,249
Loss on Disposal       (13,648)       (13,648)         Miscellaneous       37,215       37,215       54,4         Total Support and Revenues       2,936,245       99,700       3,035,945       2,792,7         NET ASSETS RELEASED FROM RESTRICTIONS       103,739       (103,739)		• •	42,000		30,000
Miscellaneous       37,215       37,215       544         Total Support and Revenues       2,936,245       99,700       3,035,945       2,792,7         NET ASSETS RELEASED FROM RESTRICTIONS Expiration of Program Restrictions       103,739       (103,739)		948,201	. •	948,201	855,343
Total Support and Revenues         2,936,245         99,700         3,035,945         2,792,7           NET ASSETS RELEASED FROM RESTRICTIONS Expiration of Program Restrictions         103,739         (103,739)		(13,648)	•	(13,648)	•
NET ASSETS RELEASED FROM RESTRICTIONS Expiration of Program Restrictions       103,739       (103,739)         EXPENSES       Program Services       1,883,317       1,883,317       1,883,317       1,80,1         Staff Development and Professional Fees       1,882,259       188,259       188,259       187,9         Other Program Costs       195,335       195,335       195,335       195,335       187,9         Occupancy       81,582       81,582       80,9       188,259       187,9         Direct Deprediation       79,072       79,072       74,7         Total Program Services       2,427,565       2,361,7         Support Services       356,467       347,3         Total Support Services       356,467       347,3         Total Support Services       2,784,032       2,709,1         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       43,6         Net Assiets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8		37,215	· · ·		54,476
Expiration of Program Restrictions       103,739       (103,739)         EXPENSES       Program Services       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,317       1,883,259       187,90       0,90       1,857,90       0,90       0,90       0,90       0,91       0,91       1,47,3       1,47,3       1,47,3       1,47,3       1,47,3       1,474,8       1,481,066	Total Support and Revenues	2,936,245	. 99,700	3,035,945	2,792,719
EXPENSES         Program Services         Instruction and Student Activities       1,883,317       1,883,317       1,830,1         Staff Development and Professional Fees       188,259       187,9         Other Program Costs       195,335       195,335       187,9         Occupancy       81,582       81,582       80,9         Direct Depreciation       79,072       79,072       74,7         Total Program Services       2,427,565       2,427,565       2,361,7         Support Services       356,467       347,3       356,467       347,3         Total Program Services       2,784,032       2,709,13       2,709,13         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       83,6         Net Assiets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8		•			
Program Services         Instruction and Student Activities       1,883,317       1,883,317       1,883,317         Staff Development and Professional Fees       188,259       188,259       187,9         Other Program Costs       195,335       195,335       195,335       187,9         Occupancy       81,582       81,582       80,9         Direct Depreciation       79,072       74,7         Total Program Services       2,427,565       2,427,565       2,361,7         Support Services       356,467       356,467       347,3         Total Support Services       2,784,032       2,784,032       2,709,1         CHANGES IN NET ASSETS       225,952       (4,039)       251,913       83,6         Net Assiets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8	Expiration of Program Restrictions	103.739	(103,739)	•	·
Instruction and Student Activities       1,883,317       1,883,317       1,883,317       1,883,317         Staff Development and Professional Fees       188,259       188,259       187,9         Other Program Costs       195,335       195,335       195,335         Occupancy       81,582       81,582       80,9         Direct Depreciation       79,072       74,7         Total Program Services       2,427,565       2,427,565       2,361,7         Support Services       356,467       356,467       347,3         Total Support Services       356,467       356,467       347,3         Total Support Services       2,784,032       2,784,032       2,709,1         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       83,6         Net Assiets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8	EXPENSES				
Staff Development and Professional Fees       188,259       188,259       187,9         Other Program Costs       195,335       195,335       195,335       187,9         Occupancy       81,582       81,582       80,9         Direct Depreciation       79,072       79,072       74,7         Total Program Services       2,427,565       2,361,7         Support Services       356,467       347,3         Total Support Services       356,467       347,3         Total Support Services       2,784,032       2,784,032       2,709,1         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       83,6         Net Assets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8					
Other Program Costs       195,335       195,335       187,9         Occupancy       81,582       81,582       80,9         Direct Depreciation       79,072       79,072       74,7         Total Program Services       2,427,565       2,427,565       2,361,7         Support Services       356,467       356,467       347,3         Total Support Services       356,467       347,3         Total Support Services       2,784,032       2,784,032       2,709,1         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       83,6         Net Assets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8	Instruction and Student Activities	1,883,317	•	1,883,317	1,830,160
Occupancy         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,582         \$1,558,476         \$1,474,83         \$1,474,83         \$1,481,066	Staff Development and Professional Fees	188,259	•	188,259	187,984
Direct Depreciation       79,072       74,7         Total Program Services       2,427,565       2,427,565         Support Services       356,467       347,3         General Administrative       356,467       347,3         Total Support Services       2,784,032       2,709,1         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       83,6         Net Assets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8	Other Program Costs	195,335	•	195,335	187,974
Total Program Services       2,427,565       2,427,565       2,361,7         Support Services       356,467       356,467       347,3         General Administrative       356,467       356,467       347,3         Total Support Services       356,467       347,3         Total Support Services       2,784,032       2,784,032       2,709,1         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       83,6         Net Assets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8	Occupancy	81,582	•	81,582	80,948
Support Services         General Administrative         Total Support Services         Total Support Services         Total Expenses         2,784,032         CHANGES IN NET ASSETS         Net Assets, Beginning of Year.	Direct Depreciation	79,072	•	79,072	74,709
General Administrative       356,467       347,3         Total Support Services       356,467       347,3         Total Support Services       2,784,032       2,784,032         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       83,6         Net Assets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8	Total Program Services	2,427,565		2,427,565	2,361,775
Total Support Services       356,467       356,467       347,3         Total Expenses       2,784,032       2,784,032       2,709,1         CHANGES IN NET ASSETS       255,952       (4,039)       251,913       83,6         Net Assiets, Beginning of Year.       1,481,066       77,410       1,558,476       1,474,8	Support Services				
Total Expenses     2,784,032     2,784,032     2,784,032       CHANGES IN NET ASSETS     255,952     (4,039)     251,913     83,6       Net Assets, Beginning of Year.     1,481,066     77,410     1,558,476     1,474,8	General Administrative	3\$6,467	•	356,467	347,326
CHANGES IN NET ASSETS     255,952     (4,039)     251,913     83,6       Net Assets, Beginning of Year.     1,481,066     77,410     1,558,476     1,474,8	, Total Support Survices	356,467		356,467	347,326
Net Assets, Beginning of Year. 1,481,066 77,410 1,558,476 1,474,8	Total Expenses	2,784,032	· · · · · ·	2,784,032	2,709,101
	CHANGES IN NET ASSETS	255,952	(4,039)	251,913	\$3,618
	Net Assets, Beginning of Year.	1,481,066	77,410	1,558,476	1,474,858
Net Assets, End of Year <u>5 1,737,018</u> <u>5 73,371</u> <u>5 1,810,389</u> <u>5 1,558.4</u>	Net Assets, End of Year	<u>\$ 1,737,018</u>	<u>\$ 73,371</u>	<u>\$ 1,810,389</u>	<u>\$1.558.476</u>

The Accompanying Notes are an Integral Part of These Financial Statements

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# SECOND START STATEMENTS OF CASH FLOWS FOR YEARS ENDED JUNE 30, 2016 AND 2015

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CASH FLOWS FROM OPERATING ACTIVITIES		2016		2015
Increase in Net Assets	S	251,913	\$	83,618
Adjustments to Reconcile Change in Net Assets to Net				
Cash Provided by (Used in) Operating Activities:				
Depreciation		108,369		99,930
Loss on Disposal of Property (Increase) Decrease in Operating Assets:		13,648		•
Accounts Receivable		(13,639)		12,613
Grants Receivable		(77,814)		\$6,907
Pledges Receivable		8,967		(51,966)
Prepaid Expenses		31,614		(70,619)
Security Deposits	•	-		2.530
Increase in Operating Liabilities:				
Accounts Payable	•	7,173		398
Accrued Expenses		4,842		8,134
Deferred Revenue		2,212		5,206
Total Adjustments		85,372		93,133
Net Cash Provided by Operating Activities		337,285		176,751
CASH FLOWS FROM INVESTING ACTIVITIES Purchase of Property and Equipment CASH FLOWS FROM FINANCING ACTIVITIES Repayment of Long-Term Debt NET INCREASE IN CASH Cash, Beginning of Year Cash, End of Year	 	(254,485) 82,800 199,296 282,096		(39,061) (1,542) 136,148 63,148 199,296
Supplemental Disclosure of Cash Flow Information Cash Paid During the Year For:			•	
Interest	<u>s</u>	150	<u>s</u>	88
Assets Acquired by Assumption of Debt	<u>s</u> _	51.262	<u>\$</u>	

The Accompanying Notes are an Integral Part of These Financial Statements

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SECOND START				
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS				
FOR THE YEAR ENDED JUNE 30, 2016	•			

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	General &	Special <u>Education</u>	T.E.T <u>Program</u>	Alternative <u>High School</u>	Student Assistance	Adult Basic <u>Education</u>	Adult <u>Learner</u>	Welconing <u>Concerd</u>	Dercore	Tytal
SUPPORT AND REVENUES										
Contributions	\$ 6,522	- 2	s -	S 21,412	\$~ ·	\$ 6,000	\$ 252	\$ 14,700	<b>\$</b> 95	5 48,921
United Way	•	•	•	7,792	•	24,388	2,929	•	19,912	55,021
Fees from Governmental Agencies		283,111	114,836	. 167,185	155,510	54,326	•	•	•	774,968
Grants from Governmental Agencies	160,368	•	•	•	\$7,718	533,569	109,700	•	25),\$52	1,143,207
Grants-Private	-	•	•	•	• •	•	-	42,000	-	42,000
Privale Focs	•	•	•	•	-	-	•	•	948,201	948,201
Loss on Disposal of Equipment	(13,648)	•	•	•	•	-	•	•	•	(13,648)
Miscellaneous	3,888		·	1,232	<u> </u>		<u> </u>	<u> </u>	20,200	37,215
Total Support and Revenues	157,130	243,111	114,836	197,621	243,228	630,178	112,881	56,700	1,240,260	3,035,945
EXPENSES										
· Program Services					•					
Instruction and Student Activities	6,666	226,648	76,046	141,136	231,004	318,745	180,450	20,936	721,625	1,883,317
Staff Development and Professional Feer	560	2,950	975	2,450	1,695	166,765	- 692	7,379	4,793	188,259
Other Program Casts	4,284	15,439	12,431	11,185	5,129	29,428	\$,797	16,506	92,136	195,335
Occupancy	•	6,747	2,650	6,747	875	20,001	6,705	•	37,857	\$1,582
Direct Depreciation	<u> </u>	12,797	2,586	7,743	432	14,247	5,044	·•	36,223	79,072
Total Program Services	11,510	264,581	94.618	169,261	239,135	549,186	101,652	44,821	952,695	2,427,565
Support Services		•								
General Administrative	·	41,063	15,933	25;130	31,973	80,376	14,400	6,951	140,641	356,467
Total Support Services	<u> </u>	41,063	15,933	25,130	31,973	\$0,376	11,400	6,951	140,641	
Total Expenses	11,510	305,644	110,621	194,391	271,103	629,562	116,088	51,772	1,093,116	2,784,032
Excess (Deficiency) of Support and Revenues Over Expenses	145,620	(22,533)	4,215	3,230	(27,850)	616	(3,207)	4,928	146,924	251,913
Net Assets, Beginning of Year	994,129	(554,287)	47,354	\$36,211	9,151	110,783	(58,212)	25,443	447,225	1,558,476
Net Assets, End of Year	\$1.140.442	\$ (576,820)	<u>\$_\$1,549</u>	5 532,441	<u>5 (18,729)</u>	<u>\$ 111,399</u>	<u>5. (61.419)</u>	<u>s. 10.371</u>	5. 591,149	\$1.410.382

See Independent Auditor's Report

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SECOND START	
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS	
FOR THE YEAR ENDED JUNE 30, 2015	

	General & Bullding	Special Education	T.E.T Program	Alternative <u>High School</u>	Student <u>Assistance</u>	Adult Basic <u>Education</u>	Adult Legenee	Welconding <u>Concord</u>	Daycore	Total
SUPPORT AND REVENUES					•	•	•			
Contributions	\$ 5,101	s -	2.	5 26,048	- 2	3 -	S 161	s .	\$ 3,780	\$ 33,090 60,174
United Way	•		•	9,135		28,666	2,900	•	19,473	814,387
Pees from Governmental Agencies	•	271,318	(45,218	195,652	139,026	63,173		•		943,249
Grants from Governmental Agencies	•		-		79,283	534,195	106,402		222,769	30,000
Grants-Private	•	•	•	•	•	•	•	30,000		
Private Fees		•	•		•	11.002		•	\$55,343	855,343
Miscellancous	36,578	2,144		513		13,003	260		1,978	54,476
Total Support and Revenues	41,679	273,462	145,214	231,348	218,909	639,037	109,723	30,000	1,103,343	2,792,719
EXPENSES										· •
Program Services										
Instruction and Student Activities	6,649	230,841	78,420	47,970	179,085	323,148	74,552	2,329	787,166	1,830,160
Staff Development and Professional Fees	147	2,192	\$34	167	1,514	174,760	805	2,100	4,761	187,984
Other Program Costs	. 9.661	18,324	18,537	13,876	4,923	31,448 .	9,782	125	81,295	187,974
Оссиралсу	•	7,352	2,484	7,356	926	19,375	6,992	•	35,999	\$0,948
Direct Depreciation	· · · ·	12,094	2,306	7.05	404	13,553	4,782	<u> </u>	34,512	74,709
Total Program Services	16,457	270,803	102,689	177,127	187,212	\$62,284	96,913	4,557	943,733	2,361,775
Support Services										
General Administrative	<u> </u>	41,471	16,221	. 25,772	17,992	89,749	14,657	<u> </u>	141,464	347,326
Total Support Services	<u> </u>	41,471	16,221	25 772	17,992	19,749	14,657	<u> </u>	141,464	347,326
Total Expenses	16,457		118,910	202,899	205,204	652,033	111,570	4,557	1.085,197	2,709,101
Exects (Deficiency) of Support and Revenues Over Expenses	25,222	(33,812)	26,308	28,449	13,705	(12,996)	(1,547)	25,443	18,146	83,618
Net Assus, Beginning of Year	969,607	<u>(515,475)</u>	21,026	507,762	(4,554)	113,779	(56,365)		429,079	1,474,858
Net Assets, End of Year	5 994,829	<u>5. (554.287)</u>	\$ 47.334	5 536.211	<u>s 9.151</u>	<u>\$ 110.783</u>	<u>5_(58,212)</u>	5 25,443	<u>5 447.225</u>	\$1.558.476

See Independent Auditor's Report

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#### FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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#### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

#### GENERAL PROVISIONS

1. IDENTIFICATION.	·····			
1.1 State Agency Name		1.2 State Agency Address		
Department of Education		21 South Fruit Street, Suite #20		
••		Concord, NH 03301		
) .				
1.3 Contractor Name		1.4 Contractor Address		
Southern New Hampshire Servi	ces, Inc. (Portsmouth)	PO Box 5040	- '	
)		Manchester, NH 03108		
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number				
603-668-8010	See Exhibit B	June 30, 2018	\$185,975.94	
003-008-0010		June 30, 2018	\$105,975.94	
		1.10 State Agency Telephone ?	I	
1.9 Contracting Officer for Sta	te Agency	603-271-6698	Authoet	
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My Commission Eq	kras November 18, 2020	· · · · · · · · · · · · · · · · · · ·		
1.14 State Agency Signature	2-1	1.15 Name and Title of State	Agency Signatory	
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hA GW	Date: 8-9-17			
1.16 Approval by the N.H. De	partment of Administration, Divi	sion of Personnel (if applicable)		
			-	
By:		Director, On:		
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)				
By: > · · ·	Alalah .	On: 8110/17		
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1.18 Approval by the Governo	, Mclorye r and Executive Council (if appl	licable)		
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By:		On:		
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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances; in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4

Contractor Initials <u>M</u> Date <u>8/7</u>

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

#### 11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

**Contractor Initials** Date

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** 

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

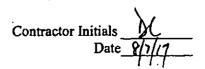
21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Page 4 of 4



#### EXHIBIT A

#### The Services

Services at Portsmouth Adult Education will be provided at their location on the Community Campus at the Foundation for Seacoast Health at 100 Campus Drive in Portsmouth. Students receiving services will be from the City of Portsmouth and its surrounding areas including Newington, New Castle, Rye and Greenland.

Portsmouth Adult Education in Portsmouth, operated by Southern New Hampshire Services, will provide the following services:

#### Project Descriptions

#### Project 1: Adult Basic Education (ABE)

Adult Basic Education programs, authorized under Ed 703, will provide educational opportunities below the secondary level for adults who lack a high school diploma or who lack the basic skills to function effectively in the workplace and in their daily lives.

ABE programs shall provide the following services:

#### **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting Individuals with transition into economic stability through employment and participation in the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education activities.
- The Contractor is responsible for serving the needs of individuals with disabilities including
  physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the Coilege & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Contractor Initials

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce
  Plan including curriculum alignment with the College & Career Readiness Standards for Adult
  Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and through attending professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis on October 15, January 15, April 15 and 40,15.
- The Contractor must analyze its program data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Contractor Initials

Anticipated number of students served in the ABE program:

	FY18	
[	92	

#### Project 2: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

#### Responsiveness to Regional Need

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
  employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrollments and a plan for handling waiting lists.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

Contractor Initials Date:

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Galns	Baseline

#### Reporting

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- The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.
- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Contractor Initials Date:

## Anticipated number of students served in ESL program:

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Page 5 of 9

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#### EXHIBIT B

Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ABE)	FY18
Administrative	\$ 3,350.00
Counseling Staff	11,571.00
Teaching Staff	21,412.06
Administrative Benefits	1,229.30
Counseling Benefits	5,741.34
Teacher Benefits	7,633.61
Rent	4,800.00
Telephone	150.00
Postage	150.00
Printing	300.00
Travel	150.00
Supplies	750.00
Books & Information	1,500.00
Indirect Cost	5,873.73
Totals	\$ 84,611.04

ESTIMATED PROJECT 2 (ESL)	FY18
Administrative	\$ 6,650.00
Counseling Staff	26,999.00
Teaching Staff	31,793.46
Administrative Benefits	2,868.37
Counseling Benefits	13,396.48
Teacher Benefits	9,824.42
Rent	11,200.00
Telephone	350.00
Postage	350.00
Printing	700.00
Travel	350.00
Supplies	1,750.00
Books & Information	3,500.00
Replacement Computer	600.00
Indirect Cost	11,033.17
Totals	\$ 121,384.90

 Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$185,975.94.

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Contractor Initials: Date:

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Page 6 of 9

- 2. The total of the approved budget shall not exceed \$185,975.94 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support involces, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

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Limitation on Price:

This agreement will not exceed: \$185,975.94

#### Method of Payment:

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

EV 2040

#### Funding Source

Funds to support this request are available in the account entitled Adult Education.

06-56-56-565010-2535-072-500575 Grants - Federal	\$ 55,792.79
06-56-56-565010-2535-601-500931 State Fund Match	\$130,183.15
	\$185,975.94

#### EXHIBIT C

#### **Special Provisions**

The Contractor shall comply with the provisions of the US Code of Federal Regulations 34 CFR 364 and the following US Circular:

а. ) OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

2. Annual review and update of Services, Budget and any corrective action plan.

3. Available funding.

4. Agreement of the parties.

5. Approval of the Governor and Council

# State of New Hampshire Department of State

#### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing 25 far as this office is concerned.

Business ID: 65506



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2017.

William M. Gardner Secretary of State

#### **CERTIFICATE OF VOTE** (Corporate Authority)

Secretary of Southern New Hampshire Services, Inc. <u>Orville Ken</u> (corporation name) (name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly (state)

elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on June 13, 2017.

The person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Donnalee Lozeau	Executive Director
James Chaisson	Chief Fiscal Officer
Ryan Clouther	Energy and Housing Operations Dir.
Ron Ross	Housing Fiscal Officer

(5) the meeting of the Board of Directors was held in accordance with <u>New Hampshire</u>

(state of incorporation)

(date)

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS	WHEREOF, I have hereunto set m	y han	d as the Secretary of the Corporation this	2 day of
H	gust, 2017.			
			Orville Kerr, Secretary	
STATE OF	New Hampshire	•		

COUNTY OF Hillsborough

<u>2017</u>, before me, <u>debra</u> Stohrer the <u>ille Kerr</u> who acknowledged himsel to be the day of Hugust On this the undersigned Officer, personally appeared, _ Orville Kerr of _____ Southern New Hampshire Services, Inc., a corporation, and that he as Secretary being authorized to do so, executed the foregoing instrument for the purposes such Secretary therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Delira Stohre Notary Public

DEBRA D. STOHRER Notary Public - New Hampshiro Commission Expiration Date: My Commission Expires November 18, 2020



## CERTIFICATE OF LIABILITY INSURANCE

DATE (HIMODITTY)

				7/2017
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION O CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AME BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONST REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDE	END, EXTEND OR AL	TER THE CO	VERAGE AFFORDED BY TH	E POLICIES
MPORTANT: If the certificate holder is an ADDITIONAL INSURED, the terms and conditions of the policy, certain policies may require a certificate holder in lieu of such endorsement(s).	the policy(les) must I	e endorsed. stement on th	If SUBROGATION IS WAIVED its certificate does not confer	, subject to lights to the
Centricate noticer in tieu of such encorsement(s).	CONTACT Teri D	avis		
CGI Ingurance		)232-9398	FAX (A/C, Not: (603) 6:	2-4618
171 Londonderry Turnpike	E-MAL	Ocgibusin	essingurance.com	
			IDING COVERAGE	NAIC #
Hooksett NH 03106	NSURER A CINCI	nati Insu	urance Company	
DISURED .	INSURER B Great	Falls Inc	surance Company	
Southern New Hampshire Services Inc	MSURER C Nauti	lus Insura	ance Company	
PO Box 5040	INSURER D :			
	INSURER E ;	<u>.</u>		
Manchester NH 03108	INSURER F :	· · · · · ·		
COVERAGES CERTIFICATE NUMBER:16-17 1 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW			REVISION NUMBER:	ICY PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFF EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY P	TION OF ANY CONTRAC FORDED BY THE POLIC	t or other Es describe	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
LINER TYPE OF INSURANCE INSUL WYO POLICY MUNER		POLICY EXP	LIMITS	
X COMMERCIAL GENERAL LIABILITY			EACH OCCURRENCE \$	1,000,000
A CLARUS-MADE X OCCUR		1	DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000
X Employee Benefits	12/31/2010	12/31/2019	MED EXP (Any one person) \$	10,000
X Professional Liability			PERSONAL & ADV INJURY \$	1,000,000
GENL AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$	2,000,000
	1		PRODUCTS - COMPIOP AGG \$	2,000,000
OTHER:		<b>↓</b>	Employee Benefits \$ COMBINED SINGLE LIMIT	1,000,000
. AUTOMOBILE LIASKLITY	ļ		(Ea eccident)	1,000,000
			BODILY INJURY (Per person) \$	
	12/31/2010	12/31/2017	BODILY INJURY (Per accident) \$	
			(Per essident)	1 000 000
			Ormobiled Mobilist [Coc)	1,000,000
			EACH OCCURRENCE \$	5,000,000
	. 12/31/2016	12/31/2019	AGGREGATE S	5,000,000
WORKERS COMPENSATION			X PER OTH-	— (
AND EMPLOYERS' LIABILITY Y/N			EL EACH ACCIDENT \$	500,000
B (Mandatory in NH)	12/31/2016	12/31/2017	EL DISEASE - EA EMPLOYEE \$	500,000
If yes, describe under DESCRIPTION OF OPERATIONS below			ELL DISEASE - POLICY LIMIT \$	500,000
A Crine	12/02/2016	12/02/2017	Appregate	1,000,000
C Pollution Liability	1/23/2017	1 1		2,000,000
	·			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Ramanita 1	acneous, may be attached if r	aure apace le requ		
CERTIFICATE HOLDER	CANCELLATION			
NE Department of Education Bureau of Adult Education 21 South Fruit St, Ste 20	SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CANCELL EREOF, NOTICE WILL BE DEL Y PROVISIONS.	
Concord, NH 03301	AUTHORIZED REPRES	ENTATIVE		
	1.			
	Laura Perrin/	-		
ACORD 25 (2014/01) The ACORD name and log			ORD CORPORATION. All righ	us reserved.

ACORD 25 (2014/01) INS025/2014013 The ACORD name and logo are registered marks of ACORD

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### SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)868-8010 The Community Action Agency for Hillsborough and Rockingham Counties BOARD OF DIRECTORS ~ as of December 7, 2016

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
Representing Manchester	Representing Manchester	Representing Manchester	
Lou D'Allesandro		James Brown	Danielle Conroy
German J. Ortiz		9/15-9/18	Term Expires 2018
		Orville Kerr, Secretary	
		Term 9/15-9/18	
	· · · · ·	18/17/8/13-9/10	
Representing Nashua		Representing Nashua	<b>*</b> • • • • • • • • • • • • • • • • • • •
Kevin Moriarty	Dolores Bellavance, Vice-Chairman		
	Term: 9/15-9/18	Term: 9/14-9/17	
	Wayne R. Johnson	Shirley Pelletier	
	Term: 9/15-9/18	Term: 9/14-9/17	
· 			
Representing Towns	Representing Towns	Representing Towns	
Thomas Mullins	Richard Delay, Sr., Chairman	Deirdre O'Mailey -	
	Term: 9/15-9/18	Term: 9/16-9/19	
	Ļ		
Penropolitar Deckinsher County	Democrating Bookinghom County	Personaling Parkingham County	4
Representing Rockingham County	Representing Rockingham County	Representing Rockingham County	
Jill Jamro, Treasurer	Carrie Marshall Gross	ļ	
	Term: 12/14-9/17		
		· ·	

Directors Serve Without Compensation.

### Salary Information for Personnel

4

# Portsmouth Adult Education (SNHS) Project 1: ABE

	Administrative					
	Title		Hours	Weeks	Wage	TOTAL
	Director	Kristie Conrad	35	52	(based on courses)	\$ 3,350.00
L		<u> </u>	· · ·		Administrative TOTAL	\$ 3,350.00

	Counseling Staff					
	Title		Hours	Weeks	Wage	TOTAL
1	Counselor	Rachel Owens	35	38	(based on % of hours)	· \$ 11,571.00
•	<u> </u>				Counseling TOTAL	\$ 11,571.00

# Project 2: ESL

÷.

	Administrative					
	Title		Hours	Weeks	Wage	TOTAL
1	Director	Kristle Conrad	35	52	Based on courses	\$ 6,650.00
			<u>, i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i - , i -</u>		Administrative TOTAL	\$ 6,850.00

	Counseling Staff					
	Title		Hours	Weeks	Wage	TOTAL
1	Counselor	Rachel Owens	35	38	Based on % of hours	\$26,999.00
					Counseling TOTAL	\$ 26,999.00

# Kristie A. Conrad

**Program Director** 

#### Professional Experience:

Southern NH Services, Inc. (June 2011 – Present)

#### July 1996 to present

#### Portsmouth Adult Education Program

100 Campus Drive, Suite 22, Portsmouth, NH 03801 603.422.8233

Responsible for comprehensive oversight of an adult education program serving learners 18 years and older in need of academic skills instruction, high school equivalency preparation and English language instruction for speakers of other languages in the greater Portsmouth, NH area. Work began in 1996 under Rockingham Community Action, which merged with Southern NH Services in 2011 – the non-profit, anti-poverty agency serving Rockingham and Hillsboro counties in New Hampshire.

Specific work responsibilities have included such areas as:

- program design and scheduling;
- recruitment, registration, referrals and retention of adult learners;
- community outreach, advocacy and collaborations;
- public relations planning and implementation;
- fundraising and grant writing;
- maintaining contact with local, state and federal offices and officials;
- recordkeeping, fiscal accountability and report preparation;
- hiring, training, ongoing development and evaluation of staff and volunteers;
- development and oversight of Post-Secondary Transitions grant;
- overall program evaluation, among other responsibilities.

#### Southern NH Services, Inc. (June 2011 – present)

**Literacy Services Coordinator** 

#### November 1991 to 2013

**Rockingham Community Action Literacy Services** 

4 Cutts Street, Portsmouth, NH 03801 603.431.2911

Responsible for all aspects of oversight, operation, implementation, evaluation and expansion of multiple literacy services focusing on children and families, adolescents and adults in poverty. Work began in 1991 under Rockingham Community Action, which merged with Southern NH Services in 2011 – the non-profit, anti-poverty agency serving Rockingham and Hillsboro counties in New Hampshire.

Specific work responsibilities have included, among other activities, such areas as:

- creating, operating and expanding new and current programs;
- researching, coordination and implementation of all fundraising and grant writing;
- recruiting, hiring, training and evaluating staff and volunteers;
- direct service delivery with program participants including registration, counseling support and referrals;
- modeling reading and literacy behaviors with participants, staff and volunteers;
- materials development; recordkeeping; report preparation; program evaluation;

- establishing, coordination and implementation of public relations;
- public advocacy of poverty and literacy related issues;
- developing and fostering varied community collaborations;
- Interaction with local, state and federal offices and officials;
- participating in professional development related to areas of service delivery and program management;
- general office management and maintenance.

#### Literacy Services program involvement has included:

The Gift of Reading, The Gift of Reading Storytime at WIC Clinics, The Family Literacy Project, AmeriCorps*VISTA, AmeriCorps - NH Reads, Tales to Go Summer and Tales to Go Child Care Provider traveling literacy van projects, Reading is *Fun*damental

#### **Rockingham Community Action, Inc.**

#### Program Coordinator (September 2007 to September 2010)

RCA-COMPASS Youth Program

100 Campus Drive, Suite 22 Portsmouth, NH 03801

Responsible for oversight of at-risk youth (ages 16-25) support program - supervising COMPASS Youth Advisor, grant writing, recruitment, case consultation, advocacy, community collaboration and outreach, recordkeeping and reporting to funding sources. Program funding ended September 2010.

#### Education:

B.A., Sociology, cum laude, University of New Hampshire

# **Rachel K. Owens**

#### Professional Experience:

November 12, 2013 - Present **Program Counselor/Disabilities Coordinator** Southern New Hampshire Services, Inc. Portsmouth Adult Education Program, 100 Campus Drive, Portsmouth, NH

- Assist with recruitment and retention of adult learners
- Schedule and complete intake, registration, and assessment of newly enrolled learners
- Assess and access learner support needs education, employment, social services
- Schedule and complete pre- and post-testing adult learners; manage accurate recordkeeping
- Research and provide general community resources related to employment, training and post-secondary
- Work individually to set goals with learners related to family, work, education and community needs
- Disabilities resource and referral for identified learners
- Work with teaching staff to identify and provide accommodations as possible within program guidelines
- Assist individuals with transitions into employment, training and post-secondary services
- Schedule in-class presentations related to soft skills to meet career and college readiness preparation

#### Family Advocate/Case Manager - Early Head Start Community Action Inc., Haverhill / Newburyport, MA

April 2010 - November 2013

- Provide counseling, education, advocacy, referral, and support services to enrolled families
- Outreach, recruitment, enrollment, and retention of families for program participation
- Schedule, plan, conduct, and record all visits and community involvement opportunities
- Administer and interpret surveys, screenings, evaluations, and assessments
- Strategize with enrolled families to identify strengths, needs, barriers, resources, and goals
- Assist in program and curriculum development for Early Head Start program-
- Develop case plans counsel, review, and periodically evaluate plans
- Support and empower families to meet education, employment, and health goals
- Obtain input and feedback to monitor and document performance and progress
- Schedule, plan, implement, and document all client meetings and quarterly conferences
- Collaborate with advocates and agencies to identify area services and resources
- Maintain accurate records including confidential files, databases, and reports
- Conduct and complete all clerical and administrative duties; copy, file, fax, phone, ordering
- Data entry and documentation into Child Plus, Octopia, and TS Gold
- Plan and facilitate meetings, workshops, activities, open houses, and other events
- Initiate and maintain communication with all appropriate agency personnel
- Participate in staff trainings, events, meetings, and professional development opportunities
- Comply with all federal, state, and agency standards, procedure, and protocols

#### 1995 - 2013 (part-time) District Tutor

Triton Regional School District, Byfield, MA

- Initiate and maintain tutor/student/school communications and relationships
- Schedule, implement and document all daily and weekly appointments
- Organize daily and weekly lesson plans and instructional materials
- Participate in curriculum development for at-home students
- Administer individualized, one-on-one instruction and assign homework
- Administer quizzes and tests and submit all work as assigned
- Document all appointments, assignments, homework and communications
- Evaluate and report student attendance, participation, progress and performance

- Advise, counsel, educate, and support students and families
- Maintain and submit all required forms, records and documentation
- Attend conferences, meetings, and trainings as required
- Maintain licensure and adhere to all school, state, and federal guidelines

**District Tutor**  *Exeter Area School District, Exeter, NH Nashua Public Schools, Nashua, NH* 

Same duties as detailed above

Classroom Teacher Aug 1986 - Oct 1989 Nashua Brookside Psychiatric Hospital, Nashua, NH

- Classroom teacher in self-contained classroom
- Develop and implement individualized curriculum
- Develop daily and weekly lesson plans
- Provide individual and small group instruction
- Administer and evaluate quizzes and tests
- Participate in group counseling sessions

#### Education:

#### Master of Education / School and Community Counseling

Salem State College, Salem, MA May 1989

Graduated Cum Laude with a 3.77 GPA

Bachelor of Science in Education

Plymouth State University, Plymouth, NH May 1983 Member - Kappa Delta Pi - Honor Society in Education

#### Staff Development:

Disabilities Coordinators Meeting & Training; "Self-Determination" - March 2017 CCRS Foundational Unit 1; "Connecting the Standards" - February 2017 "What We Know About the HiSET" - November 2016 Adult Education Fall Conference; "Learning How to Take the Test" - October 2016 "Integrating Employability Skills" - October 2016

"Mental Health first Aid" - October 2016

"Effective E-Mail Marketing" – Great Bay Comm. College – March 2016 "Effective Social Media" – Great Bay Comm. College – March 2016

"Creative Content in Social Media" - Great Bay Comm. College - February 2016

Disabilities Coordinator's Meeting – Agency Presentations – January 2016

"What We Know About the HiSET" - November 2016

Adult Education Fall Conference – November 2015

Disabilities Coord, Mtg. – HiSET Accomm., Resources, Goal Setting – February 2015 National Conference on Effective Transitions in Adult Education – November 2014 NHHEAF Network; HiSET and College Admissions – November 2014

Disabilities Coordinators Meeting – HISET, Resources and Apps. – January 2014 "HISET 101"- Plans, Procedures and Content for HISET in 2014 – December 2013

Schedule A

# SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINING SCHEDULE OF FINANCIAL POSITION .

JULY 31, 2016

-		SNHS Management			
	SNHS, Inc.	Corporation	Sub-Total	Elimination	Total
	A	SSETS			
CURRENT ASSETS					
Cash	\$ 72,641	\$ 5,765,322	\$ 5,837,963	j\$ , − 3	5,837,963
Investments	-	6,352,626	6,352,626	•	6,352,62(
Contracts receivable	3,126,168	289,050	3,415,218	-	3,415,21
Accounts receivable	-	636,656	636,656		636,65
Prepaid expenses	35,397	72,704	108,101	-	108,10
Under applied overhead	67,158	-	67,158	· · ·	67,15
Due from other corporations	2,200,994	(1,436,059)		(764,935)	
Total current assets	5,502,358	11,680,299	17,182,657	. (764,935)	16,417,72
FIXED ASSETS					
Land	219 <b>,8</b> 49	2,098,933	2,318,782	, -	2,318,78
Buildings and improvements	1,570,775	8,855,884	10,426,659	. •	10,426,65
Vehicles and equipment	870,445	404,922	1,275,367		1,275,36
Total fixed assets	2,661,069	11,359,739	14,020,808	-	14,020,80
Less - accumulated depreciation	1,391,175	3,125,458	4,516,633	· · · •	4,516,63
Net fixed assets	1,269,894	8,234,281	9,504,175		9,504,17
OTHER ASSETS					
Restricted cash	22,433	386,898	409,331	-	409,33
Total other assets	22,433	386,898	409,331		409,33
TOTAL ASSETS	\$ 6,794,685	\$ 20,301,478	\$ 27,096,163	<b>\$</b> (764,935)	26,331,22
	LIABILITIES .	AND NET ASSE	TS		
CURRENT LIABILITIES				I	
Current portion of long-term debt	\$ 33,275	\$ 85,805	\$ 119,080	<b>s</b> - 5	<b>119,08</b>
Accounts payable	451,787	92,557	544,344	· •	544,344
Accrued payroll and payroli taxes	477,322	497,667	974,989	•	974,98
Accrued compensated absences	-	498,403	498,403	•	498,403
Accrued other liabilities	203,158	8,579	211,737	-	211,733
Refundable advances	1,310,895	5,413	1,316,308	-	1,316,30
Tenant security deposits	22,083	40,571	62,654	-	62,654
Due to other corporations	629,298	135,637	764,935	(764,935)	
Total current liabilities	3,127,818	1,364,632	4,492,450	(764,935)	3,727,51
LONG-TERM LIABILITIES				ł	
Long-term debt, less current portion	282,669	2,157,740	2,440,409		2,440,409
Total long-term liabilities	282,669	2,157,740	2,440,409		2,440,409
TOTAL LIABILITIES	3,410,487	3,522,372	6,932,859	(764,935)	6,167,924
NET ASSETS			•		
Unrestricted	3,384,198	16,779,106	20,163,304	·	20,163,304
TOTAL LIABILITIES AND NET ASSETS	\$ 6,794,685	\$ 20 201 479	\$ 27,096,163	\$ (764,935) \$	

Schedule B

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#### SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINING SCHEDULE OF ACTIVITIES FOR THE YEAR ENDED JULY 31, 2016

	<u></u>				
		SNHS Management			
· · · · · · · · · · · · · · · · · · ·	SNHS, Inc.	Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT		_			
Grant/contract revenue	\$ 33,036,202	s -	\$ 33,036,202	5 -	\$ 33,036,202
Program service fees	84,333	892,956	977,289	-	977,289
Local funding	37,596	299,944	337,540	•	337,540
Rental income	-	637,038	637,038	-	637,03
Gifts and contributions	242,554	841,948	1,084,502	-	1,084,50
Interest Income	136	305,161	305,297	-	305,29
Unrealized loss on investments	-	(195,356)	(195,356)	· -	(195,356
In-kind	2,173,671	•	2,173,671	(2,173,671)	
Miscellancous	390,426	382,426	772,852		772,852
TOTAL REVENUES, GAINS AND OTHER SUPPORT	35,964,918	3,164,117	39,129,035	(2,173,671)	36,955,36
EXPENSES			,		
Program services:					
Child Development	9,765,805	•	9,765,805	(2,173,671)	7,592,13
Community Services	1,584,465	-	1,584,465	, . <b>-</b>	1,584,46
Economic and Workforce Dev.	7,490,754	-	7,490,754	-	7,490,75
Energy	10,350,805	-	10,350,805	-	10,350,80
Hispanic-Latino Com. Services	293,600	-	293,600	-	293,60
Housing and Homeless	183,374	-	183,374	-	183,374
Nutrition and Health	2,400,554	-	2,400,554	-	2,400,55
Special Projects	1,417,406	-	1,417,406	-	1,417,40
Volunteer Services	125,312		125,312	-	125,31
SNHS Management Corporation		1,360,675	1,360,675	· •	1,360,67
Total program services	33,612,075	1,360,675	34,972,750	(2,173,671)	32,799,07
Support services:				-1	
Management and general	1,923,341	-	1,923,341		1,923,34
TOTAL EXPENSES	35,535,416	1,360,675	36,896,091	(2,173,671)	34,722,42
CHANGE IN NET ASSETS	429,502	1,803,442	2,232,944	-	2,232,94
NET ASSETS - BEGINNING OF YEAR	2,954,696	14,975,664	17,930,360	<u> </u>	17,930,36
: NET ASSETS - END OF YEAR	\$ 3,384,198	\$ 16,779,106	\$ 20,163,304	- -	\$ 20,163,30

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#### FORM NUMBER P-37 (version 5/8/15)

1

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

#### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

#### **GENERAL PROVISIONS**

1. IDENTIFICATION.		· · · · · · · · · · · · · · · · · · ·	·			
1.1 State Agency Name		1.2 State Agency Address				
Department of Education		21 South Fruit Street, Suite #20	) · · ·			
		Concord, NH 03301	1			
		-				
1.3 Contractor Name	· · · · · · · · · · · · · · · · · · ·	1.4 Contractor Address				
Southern New Hampshire Service	res Inc. (English for New	PO Box 5040				
-	ces, me. (English for from	Manchester, NH 03108				
Americans)		Malenester, MII 05100				
•						
			10 Duine Lincidation			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number						
603-668-8010	See Exhibit B	June 30, 2018	\$243,336.47			
·	i					
1.9 Contracting Officer for Sta	te Agency	1.10 State Agency Telephone 1	Number			
Art Ellison		603-271-6698				
1. M Contractor Signature		1.12 Name and Title of Contra	actor Signatory			
1. In Contractor Signature	·	Donnalee Lozeau, Executive D				
		· ,				
incolle DIA	<b>)</b> ,		,			
YRAMIC MALL	of new , County of Houpshire					
[1/13] Acknowledgement: State	of real County of	MY 15 Sorough				
	manpeturs	N A A A A A A A A A A A A A A A A A A A				
			d in block 1.12, or satisfactorily			
proven to be the person whose n	name is signed in block 1.11, and	acknowledged that s/he executed	this document in the capacity			
indicated in block 1.12.			<u></u>			
1.13.1 Signature of Notary Put	olic or Justice of the Peace		l			
_	•		;			
[Seal] Selva	14. ().		ł -			
[Seal] VILURA	floterer	_	1			
1.13.2 Name and Title of Nota	TV or Justice of the Peace DEB	RA D. STOHRER				
	Notes: O					
Debra Sta	hrer My Commission	Expires November 18, 2020	í			
		1 15 Name and Title of State	A annou Signatory			
1.14 State Agency Signature		1.15 Name and Title of State	ARCIES SIGNALOLY			
I CH. GIIN	Date: 5-9-17					
ny gra						
1.16 Approval by the N.H. De	partment of Administration, Div	ision of Personnel (if applicable)				
· · · · · · · · · · · · · · · · · · ·						
By:	-	Director, On:	_ · ·			
1.17 Approval by the Attorney	General (Form, Substance and	Execution) (if applicable)				
	-		х х			
By:	Montrue	On: 8/9/17				
I an D.	10 migu	6/9/17				
1 19 Annual busha Course	r and Executive Council (if app	licable)				
1.18 Approval by the Governo	a and Executive Council (y app					
		<u>~</u> .				
By:		On:	•			
			· · · · · · · · · · · · · · · · · · ·			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4

Contractor Initials Date

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

#### 11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New

Page 3 of 4

Hampshire.

Contractor Initials Date

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.) By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation . premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

Page 4 of 4

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initial

#### EXHIBIT A

#### The Services

Services at Southern New Hampshire Services (English for New Americans) will be provided at the First Congregational Church at 508 Union Street in Manchester. Students receiving services will be from the 25 neighborhoods of Manchester as well as Concord, Hooksett, Bedford and Goffstown.

English for New Americans in Manchester, operated by Southern New Hampshire Services, will provide the following services:

#### Project Descriptions

#### Project 1: English as Second Language (ESL)

English as a Second Language programs, authorized under Ed 703, will provide foundational skills below the postsecondary level and English literacy instruction including individuals who may have earned a high school diploma or postsecondary credential in another country, but do not have the English language skills to be successful in postsecondary education, training, or employment. The purpose of the program is to assist students in acquiring the skills and knowledge necessary to become productive workers, parents, and citizens and transition to postsecondary education, training, and/or employment.

ESL programs shall provide the following services:

#### **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data for individuals categorized as "speaking English less than 'very well" or "without US citizenship" from US Census's American Community Survey to target, recruitment, and serve individuals.
- The contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment, and participation on the development of career pathways.
- The contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training and foster the development of cultural competence.

#### Serving the Most in Need

- The contractor is responsible for identifying, recruiting, and serving students who are most in need of English as a second language.
- The contractor is responsible for serving the needs of English language learners, especially those who may be above the Advanced ESL level, but still eligible for Adult Basic Education or Adult Secondary Education activities.
- The contractor is responsible for serving the needs of English language learners with disabilities including physical, emotional, social, and learning disabilities.
- The contractor is responsible for serving the needs of English language learners with barriers to
  employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program.
- Open enrollment and flexible scheduling are highly encouraged.
- Classes must have a minimum of eight active enrolments and a plan for handling waiting lists.

Contractor Initials: Date:

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#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education and the English Language Proficiency Standards published by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE).
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia and through attending professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must Integrate workforce preparation activities for all students.
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systems

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services in the classroom.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below:

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baséline

#### Reporting

 The Contractor is required to use the data system provided by the NH Bureau of Adult Education to collect data for federal reporting.

Contractor Initials Date

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze program data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

 The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

Anticipated number of students served in the ESL Program:

FY18	
200	

#### Project 2: Adult Learner Services (ALS)

The Adult Learner Services is a regionally-based program that will use a paid staff member to coordinate volunteer tutors to provide one-on-one and small group instruction in areas across the state where adult education centers are inaccessible for students. The ALS program will provide flexibility for the student access services including adult basic education, English language acquisition, and preparation for the high school equivalency exam. The tutors will be provided with training and on-going support as they work with their students to reach individual educational goals.

ALS programs shall provide the following services:

#### **Responsiveness to Regional Need**

- The Contractor is responsible for identifying the educational needs of the region by using data from US Census's American Community Survey to target, recruitment, and serve individuals without a high school diploma, without US citizenship, and those with low levels of literacy.
- The Contractor is responsible for using NH Employment Security data and State Workforce Board Sector-Based Initiatives to identify regional economic needs and to incorporate preparation of individuals for sector initiatives, assisting individuals with transition into economic stability through employment and participation on the development of career pathways.
- The Contractor is responsible for using local resources to identify the social and cultural needs of the region and include programming to address the diverse needs of the population, provide soft skills training, and foster the development of cultural competence.

#### Serving the Most in Need

- The Contractor is responsible for identifying, recruiting, and serving students who are most in need of adult basic education including individuals with low levels of literacy skills.
- The Contractor is responsible for serving the needs of English language learners, especially those who have low literacy levels and those who need to transition from Advanced ESL into Adult Basic Education or Adult Secondary Education educational functioning levels.
- The Contractor is responsible for serving the needs of individuals with disabilities including
  physical, emotional, social, and learning disabilities.
- The Contractor is responsible for serving the needs of individuals with barriers to employment including displaced homemakers, low-income individuals, ex-offenders, and others.
- The Contractor must identify whether the region has a demonstrated need for additional English language acquisition and civics education programs.

#### Service Delivery Format and Schedules

- The Contractor must have a delivery method, location(s), and schedule that enable individuals to attend and complete the program. The ALS program is intended to supplement existing classes in adult education center, use learning labs, small groups, and volunteer tutors to maximize the convenience and intensity of service for each learner.
- Open enrollment and flexible scheduling are highly encouraged.

Contractor Initials: Date:

Page 3 of 9

• The Contractor is required to identify gaps in existing services and address those gaps.

#### Proposed Curricula and Contextualized Instruction

- The Contractor is required to provide a curriculum that is aligned with the College & Career Readiness Standards for Adult Education.
- The Contractor is required to provide contextualized instruction that includes occupationally relevant materials.

#### Alignment with the State Workforce Plan

- The Contractor is required to align its program with the goals and mission of the State Workforce Plan including curriculum alignment with the College & Career Readiness Standards for Adult Education and the Sector-Based Initiatives.
- The Contractor is required to participate in state leadership activities including participation in adult education committees or advisory boards, membership in regional/national education consortia, and attend professional development activities.

#### Intensity, Quality and Best Practices

- The Contractor must use instructional practices that include the essential components of reading.
- The Contractor must integrate workforce preparation activities for all students.¹
- The Contractor must define sufficient intensity and quality and have a plan for how the program will meet that standard.
- The Contractor must base its instruction on best practices derived from the most rigorous
  research available and appropriate, including scientifically valid research and effective
  educational practice.

#### Integration of Technology Services and Digital Systèms

- The Contractor must incorporate digital literacy instruction for all students at all levels.
- The Contractor must include distance learning options as a part of its delivery system including a
  policy for selecting appropriate students, facilitating distance learning, and a plan for how
  distance learning will be used.
- The Contractor must incorporate the use of a variety of technology services for instruction.

#### Meeting Program Outcomes

- The Contractor must pretest 100% of all enrolled students using a National Reporting Systemapproved assessment within 12 hours of enrollment.
- The Contractor must posttest a minimum of 68% of all enrolled students after an appropriate number of instructional hours as defined in the NH Assessment and Data Policy.
- The Contractor must conduct follow up surveys with all enrolled participants as required by the National Reporting System to collect performance indicator data and measurable skills gains in accordance with National Reporting System requirements. A minimum of a 75% response rate is required.
- The Contractor must contribute to the performance outcomes set by the US Department of Education, Office of Career, Technical and Adult Education (OCTAE) as indicated below.

Performance Measures	2017 - 2018
Employment (second quarter after exit)	Baseline
Employment (fourth quarter after exit)	Baseline
Median Earnings	Baseline
Credential Attainment Rate	Baseline
Measurable Skills Gains	Baseline

#### Reporting

- The Contractor is required to use the data system provided by the NH Bureau of Adult Education
- to collect data for federal reporting.

Contractor Initials Date:

- A representative from the Contractor must be trained to use the data system. All data must be verified and certified on a quarterly basis.
- The Contractor must analyze its own data on an annual basis and set goals for improvement though the Self-Assessment process.

#### Implementation Timeline

• The Contractor must be fully operational by September 15, 2017 or have a plan approved by the NH Bureau of Adult Education.

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Anticipated number of students served in the ALS program:

FY18 _	
30	

Contractor Initials: Date:

#### **EXHIBIT B**

#### Estimated Budget: Limitation on Price: Payment

ESTIMATED PROJECT 1 (ESL)	FY18
Administrative	\$11,000.00
Teaching Staff	109,978.64
Administrative Benefits	2,605.71
Teacher Benefits	11,437.78
Rent	5,250.00
Telephone	457.50
Internet	749.50
Postage .	150.00
Printing	600.00
Workbooks & Printed Media	8,901.00
Payroll Services	952.00
Office Supplies	1,000.00
New Computers	1,500.00
Professional Organization Dues	166.00
Professional Organization Conference	500.00
Indirect Cost	14,127.58
Totals	\$169,375.71

ESTIMATED PROJECT 2 (ALS)	FY18
Administrative	\$34,500.00
Administrative Benefits	9,439.30
Rent	6,000.00
Telephone	457.50
Internet	749.50
Printing	50.00
Office Supplies	250.00
Payroll Services	56.00
New Furniture	250.00
New Computers	17,499.00
Indirect Cost	4,709.46
Totals	\$73,960.76

- Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$243,336.47.
- 2. The total of the approved budget shall not exceed \$243,336.47 without written modification signed by the parties to this agreement and approved by the Governor and Council.
- 3. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards for the delivery of adult education and literacy services received for the

Page 6 of 9

Contractor Initials: Date:

program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.

- 4. This contract is funded with federal funds from the US Department of Education made available under the Workforce Innovation and Opportunities Act of 2014, Title II for the purpose of the delivery of adult education and literacy services and State General Funds under Adult Education.
- 5. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
- 8. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2018 shall not be accepted for payment.
- 7. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for the program year covered under this agreement. In the event that the line-item budget is adjusted within the program year, such adjustments shall not exceed the approved administration cost for the program year.
- 8. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
- The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Bureau of Adult Education
   and/or its auditors.
- 10. The Bureau of Adult Education reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.
- 11. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State, and the DOE cash management regulations and policies, including monthly accrual reporting.
- 12. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
- 13. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to transferring from one line to another.

#### Limitation on Price:

This agreement will not exceed: \$243,066.47

#### Method of Payment

Monthly payment may be made for each month of the agreement year. Each payment request will be submitted through the Department of Education's Grants Management System which will be supported by a summary of activities that have taken place aligned to the scope of services.

Contractor Initials

<u>Funding Source</u> Funds to support this request are available in the account entitled Adult Education.

	FY 2018
06-56-56-565010-2535-072-500575 Grants - Federal	\$ 73,000.95
06-56-56-565010-2535-601-500931 State Fund Match	<u>\$170,335.52</u>
·	\$243,336,47

Contractor Initials: Date:

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#### EXHIBIT C

#### **Special Provisions**

The Contractor shall compty with the provisions of the US Code of Federal Regulations:34 CFR 364 and the following US Circular:

 OBM Circular A-110; "Uniform Administrative Requirement for Grants and Agreements with institutions of High Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549. "Debarment and Suspension."

This contract contains a provision that allows the Department of Education, at its sole discretion, to add an option to renew for two (2) additional one-year terms, contingent upon the following:

1. Satisfactory delivery of services, as determined by the Bureau of Adult Education.

2. Annual review and update of Services, Budget and any corrective action plan.

3. Available funding.

4. Agreement of the parties.

5. Approval of the Governor and Council

Contractor Initials Date

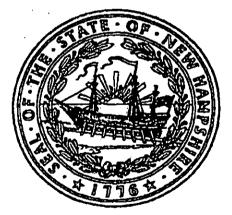
Page 9 of 9

# State of New Hampshire Department of State

#### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2017.

William M. Gardner Secretary of State

#### CERTIFICATE OF VOTE (Corporate Authority)

Secretary of Southern New Hampshire Services: Inc. I Orville Ker (corporation name) (name)

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly (state)

elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on June 13, 2017,

(date) such authority to be in force and effect until <u>June</u> 30, 2018 (contract termination date)

The person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Donnalee Lozeau	Executive Director
James Chaisson	Chief Fiscal Officer
Ryan Clouther	Energy and Housing Operations Dir.
Ron Ross	Housing Fiscal Officer

(5) the meeting of the Board of Directors was held in accordance with <u>New Hampshire</u> (state of incorporation) .

law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 2 day of 2017 .

Orville Kerr, Secretary

STATE OF New Hampshire COUNTY OF Hillsborough

20 17, before me. the On this the who acknowledged himsel to be the undersigned Officer, personally appeared, Orville Kerr Southern New Hampshire Services, Inc., a corporation, and that he as of Secretary being authorized to do so, executed the foregoing instrument for the purposes such Secretary therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DEBRA D. STOHRER Notary Public - New Hampshire My Commission Expires November 18, 2020

Ira Store Notary Pul

**Commission Expiration Date:** 

DATE MULDOMM ACOR CERTIFICATE OF LIABILITY INSURANCE 8/7/2017 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). NAME: Teri Davis PRODUCER PHONE (603) 232-9398 CGI Insurance FAX (AG, No): (603) 622-6618 ADDRESS. tdavis@cgibusinessinsurance.com 171 Londonderry Turnpike INSURER(S) AFFORDING COVERAGE HAIC # Hooksett NH 03106 NSURERA Cincinnati Insurance Company ALS: REF. MSURER & Great Falls Insurance Company Southern New Mampshire Services Inc MSURER C Nautilus Insurance Company PO Box 5040 INSURER D : DISLIDER E : Manchester MH 03108 **DISURER F** : COVERAGES CERTIFICATE NUMBER:16-17 Master **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Alabiaidubate POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITE LΤ INSO HOD POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence) CLAIMS-MADE X OCCUR 100,000 λ . 12/31/2016 12/31/2019 10.000 MED EXP (Any one person) X Imployee Benefits \$ 1,000,000 I Professional Liability PERSONAL & ADV INJURY GENIL AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 x POUCY 100 2,000,000 PRODUCTS - COMPIOP AGG 2 Employee Receipt \$ 1,000,000 OTHER: COMPINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABLITY 1,000,000 2 BODILY INJURY (Per person) I ANY AUTO A SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED AUTOS 12/31/2016 12/31/2017 BODILY INJURY (Per accident) PROPERTY DAMAGE I X HIRED AUTOS 1.000.000 Uninsured Motorist (CSL) UNDRELLA LIAD x OCCUR EACH OCCURRENCE 5,000.000 EXCESS LIAB CLAIMS-MADE AGGREGATE 5,000,000 \$ A DED X RETENTIONS 12/31/2016 12/31/2019 10.000 \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE OTH-ANY PROPRETOR/PARTNER/EXECUTIVE OFFICERAMEMBER EXCLUDED? E.L. EACH ACCIDENT 500.000 N M/A B 12/31/2016 12/31/2011 E.L. DISEASE - EA EMPLOYEE \$ Nandatory In NH) I yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT 500,000 Crime 12/02/2016 12/02/2017 1,000,000 A Aconopate C Pollution Liability 1/23/2017 1/23/2018 2,000,000 Accredate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN NH Department of Education ACCORDANCE WITH THE POLICY PROVISIONS. Bureau of Adult Education 21 South Fruit St, Ste 20

AUTHORIZED REPRESENTATIVE Concord, NH 03301 Laura Perrin/TERI

ACORD 25 (2014/01) INS025 (201401)

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# SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010 The Community Action Agency for Hillsborough and Rockingham Counties BOARD OF DIRECTORS ~ as of December 7, 2016

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
Representing Manchester	Representing Manchester	Representing Manchester	
Lou D'Allesandro		James Brown	Danielle Conroy
German J. Ortiz		9/15-9/18	Term Expires 2018
		Orville Kerr, Secretary	
		Term 9/15-9/18	
Representing Nashua	Representing Nashua	Representing Nashua	
Kevin Moriarty	Dolores Bellavance, Vice-Chairman		
	Term: 9/15-9/18	Term: 9/1 <u>4</u> -9/17	
	Wayne R. Johnson	Shirley Pelletier	
	Term: 9/15-9/18	Term: 9/14-9/17	
Representing Towns	Representing Towns	Representing Towns	
Thomas Mullins	Richard Delay, Sr., Chairman	Deirdre O'Mailey	
	Term: 9/15-9/18	Term: 9/16-9/19	
			1
Representing Rockingham County	Representing Rockingham County	Representing Rockingham County	7
Jill Jamro, Treasurer	Carrie Marshali Gross		
	Term: 12/14-9/17		
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Directors Serve Without Compensation.

### Salary Information for Key Personnel

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### English for New Americans (SNHS) Project 1: ESL

	Administrative		_			
	Title		Hours	Weeks	Wage	TOTAL
1	Director	Barbara DelloRusso	1 ·	1		\$8,636.80
<u> </u>				<u> </u>	Administrative TOTAL	\$ 8,636.80

### English for New Americans (SNHS) Project 2: ALS

	Administrative				·	
	Title		Hours	Weeks	Wage	TOTAL
1	ALS Coordinator	To be hired		32	Salary	\$ 34,500.00
					Administrative TOTAL	\$ 34,500.00

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# **Professional Profile**

Barbara A.F. DelloRusso

#### Summary of Qualifications

- Currently Director/Advisor for the English for New Americans Program, an ESOL Adult Education Program. Manage 13 instructors/classes, 2 aides, 20 community volunteers/student interns and tutors. Student population, 190+ students
- Previous positions include: Academic Advisor/Career Counselor/Employment Counselor
- Keenly aware of workforce needs in areas of manufacturing; health care, and IT.
- Received a mini grant to develop curriculum for Healthcare Communications framework/curriculum for Intermediate/Advanced ESL students.
- Healthcare Communications is now part of a Career Path collaborating with WIOA and is offered every 8 weeks at ENA.
- Background includes connections with community businesses/partners/resources in Manchester and Concord areas. Prior participation with Chamber of Commerce when position was career focused.
- Highly skilled and organized administrator, facilitator, and supervisor.
- Developed workshops on interviewing, resume writing, and time management.
- Manage Facebook page, all PR and flyer development, and distribution.
- Previous Director, WorkReadyNH at NHTI. Responsible for all facets of this program.
- Developed curriculum for NHTI's WorkReady program on communication strengths, job/career search skills, and educational/career goals.
- Experienced Advisor for career and education. Students range from 18 70+. Traditional and nontraditional students.
- Previous Administrator for the Assessment testing (CASAS, KeyTrain and National Career Readiness Cert. through ACT, previously Accuplacer, DSST and CLEP, JobCorps Math and Reading).
- Scientific Editor, 12 years. College Composition tutor at NHTI and Granite State College.
- Program Coordinator/Tutor Cross Cultural Office, NHTI.

#### Education

M.Ed. May 2008. Plymouth State University. Adult Learning and TESOL. GPA: 4.0. Research Design: Integrating ESL Education in NH hospitals. Capstone: Taught an ESL College Bridging class. TESOL Certificate. March 2004.

> School of International Training, Costa Rica. Month-long intensive course. Teaching English to Speakers of Other Languages.

**B.A.** May 1994. University of Southern Maine, Anthropology/geography major with an emphasis in Biology, GPA: 3.64 summa cum laude.

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Experience	
Program Director/Advisor, English for New Americans, Manchester, NH	8/2015 - present
Relevant Professional Development/Other FY 2016/2017	
NH Education Fall Conference	
NH Education Director's Meetings	
NH Partner Meetings	
ESOL Transition Meetings CCRS Training	
St Anselm's Community and Student Intern Conference	
NH Education Disabilities Coordinator Meeting	•
NH Works Spring Conference, May 2017 Part of ESL Transition Team Panel	
Student Intern Coordinator, Volunteer Coordinator	
ENA 'Singers'Coordinator for holiday dinner	
Program Director WorkPart MU at MUTI Concord's Community Collins Concerned	<b>XITT</b>
<b>Program Director</b> – WorkReadyNH at NHTI, Concord's Community College, Concord, Dept. of Labor/Dept. of Education Grant funded through June 2015.	7/2013 – 8/2015
Academic Advisor/Career Counselor (Case Manager), Lutheran Social Services (HPO)	<b>)</b>
Manchester, NH. Federal Grant funding.	5/2011-7/2013
Healthcare Opportunity Project	
Employment and Educational Counselor, Southern New Hampshire Services,	
Manchester, Concord, and Nashua. Grant ended. 9/2008 – 7/2009	and 10/2010 - 5/2011
Academic Resource and Information Coordinator, Granite State College, Concord, NH	I 7/2009 - 9/2010
Manchester and Concord, NH centers. Position eliminated through GSC restructurin	
Academic Advisor and Interim Positions (part-time) at New Hampshire Technical Insti	tute, Concord, NH 2001-2006
<ul> <li>Advised matriculated and non-matriculated students. (2.5 years)</li> </ul>	2001 2000
<ul> <li>Interim Running Start coordinator and liaison for schools around the state (6 mon</li> </ul>	ths).
<ul> <li>Walk-in Academic Advisor (5 months)</li> </ul>	
<ul> <li>ESL Tutor and Coordinator, Multicultural Office (2 years). Testing accommodation</li> </ul>	ons.
Teaching Experience	
ESL Writing Instructor, Manchester Community College, Manchester, NH	Spring, 2017
English for New Americans	
ESL/Career Coach, English for New Americans	2015 - present
Healthcare Communications Instructor, English for New Americans, Spring 2016.	
ESL Instructor, English for New Americans Program.	
October 2010 – March 2011 and October 2012 – May 2013.	
<ul> <li>Instructor for an Intermediate ESL Class using Step Forward 2 Curriculum (2012</li> <li>Developed Workplace curriculum. Instructed 3 hour beginner to intermediate cla</li> </ul>	
<ul> <li>Developed workplace curriculum. Instructed 5 nour beginner to intermediate, cla</li> </ul>	SP MEERIA

#### Adjunct Instructor, New Hampshire Technical Institute. Spring 2008 and spring 2009.

• LS 202 Clear Speech and Communication. Upper-level ESL students.

#### ESL Instructor, Tutor, Coordinator, Second Start Adult Education.

- Volunteer Literacy tutor, 2009-2010.
- , Ongoing substitute Instructor, spring 2010. Beginner and Intermediate level classes.
- Instructor for Bridging class for upper level ESL students, spring 2008. Capstone project.
- Wrote a Verizon Grant for Second Start's ESL Distance Learning Program, fall 2007.
- ESL Instructor (beginner class) and Program Coordinator. 2004-2005.

#### **Computer Skills**

- PC: Proficient in Microsoft Word, Excel, and PowerPoint.
- Proficient in Skype and Facebook. Keyboard skills: 80+wpm
- Student information systems used: Banner, Web CT, Blackboard.
- HPOG Information System Database. Banner, NHTI/GSC. DOE Educational Database.
- Data management: learn new databases quickly, input case notes and services provided.
- Graphic Design: Mac: PhotoShop, Quark.

#### Volunteer/Membership

- CERT, Community Emergency Response Team, Goffstown, NH
- CTM, Toastmasters International
- Audubon; Society for the Protection of NH Forests
- NH Women in Higher Education
- Linked-In with NACADA, ACPA, 603Networking, and the Professional Women's Network, NHNonprofits Organization.
- NACADA Webinar Advising ESL and International Students. Prior member, NACADA
- Motivational Interviewing refresher.

#### English for New Americans Job Description: Adult Learner Services (ALS) Coordinator

#### Job Summary:

The ALS Coordinator provides support services to Adult Basic Education (ABE), HISET Preparation, English as a Second Language (ESL), Workplace/Employment Literacy Programs and other Outreach Programs and needs of adult students in the community. The incumbent will be responsible for planning, set-up, and coordination of all tutoring needs for ABE, HISET, ESL, Workplace Literacy, and adults who come to the ENA program with general literacy needs, working with approximately 30⁺ tutors to support the overall instructional program in Manchester.

#### Supervision Received

Works under the supervision of the English for New Americans Program Coordinator.

#### Supervision Exercised

Volunteers

#### Minimum Qualifications

- Bachelor Degree in Education minimum, Master's preferred.
- Adult Basic Education/ESOL experience.
- Ability to tutor in Math, Science, English and computer literacy.
- Experience working with volunteers.
- Strong interpersonal and communication skills.

#### General Responsibilities

- Recruit, interview, and train tutors, and build a database of tutors strengths and availabilities
- Recommend professional development for tutors, offer tutor preparation and workshops
- Begin research and collaboration with ENA on Distance learning programs such as "Bridge the Gap" preparation for college classes.
- Test and oversee student data with ENA testing, inputting and securing protocol via testing and database input protocol.
- Implement a student state mandated baseline/progress program and assessment plan for the placement,
- Manage progress of students enrolled in the tutoring program and collaborate findings with ENA Coordinator
- Coordinate with CCRS Office Assistant to prepare monthly, quarterly and annual performance reports submitted to the Department of Education (DOE) through the NRS system.
- Update future grant proposals for the procurement of funds for all program areas including continuation, revisions, amendments, and new funding applications.
- Work cooperatively with partner agencies and the community at large in the identification and recruitment of students who would benefit from adult learner services
- Maintain good rapport with surrounding communities, site personnel, volunteers, and members of the community at large

- Provide tutors with necessary and current resources for tutoring and assist them in developing tutoring strategies appropriate for the needs at hand, including content standards, basic life skills and technology/computer assisted/internet instruction.
- Update tutors with policies and procedures annually and provide tutors with a calendar of scheduled events (e.g. HISET testing dates, class registration dates, holidays, school vacations, etc.
- Contribute to newsletter produced by ENA and Adult Learner Services
- Attend Dept. of Education meetings as appropriate.
- Maintain one's own professional development and keep up with trends in adult education program areas.
- Present periodically at local, state and national conferences.
- Comply with Career Readiness Standards as appropriate
- Coordinate information with other Manchester programs (WIOA, NHEP, ENA, International Institute, MACL, etc.)
- Develop advertising/PR for the program sharing with other programs and the community.
- Schedule and match tutors and coordinate classroom visitations and offsite appointments
- Will maintain the confidentiality of clients and staff in accordance with SNHS policy and procedure.
- Abide by all SNHS, Inc. safety policies and procedures.
- Present professional and positive image as a representative of SNHS.
- Responsible for having adequate knowledge of all SNHS programs and will gather sufficient intake information to make referrals to other SNHS programs which are beneficial to the client and his/her family.
- Performs all other duties as assigned by supervisory personnel.

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#### SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINING SCHEDULE OF FINANCIAL POSITION

JULY 31, 2016

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		•								
				SNHS						
				lanagement						
	S	NHS, Inc.		Corporation		Sub-Total	E	limination		Total
		` <b>A</b> !	SSE.	rs				1		
CURRENT ASSETS								•		
Cash	S	72,641	S	5,765,322	S	5,837,963	5	•	5	5,837,96
Lavestments		· •		6,352,626		6,352,626		-		6,352,62
Contracts receivable		3,126,168		289,050		3,415,218		-		3,415,21
Accounts receivable		-		636,656		636,656		-		636,65
Prepaid expenses		35,397		72,704		108,101		-		108,10
Under applied overhead		67,158		•		67,158		۰ - ۱		67,15
Due from other corporations		2,200,994	•	(1,436,059)		764,935		(764,935)		
Total current assets		5,502,358		11,680,299		17,182,657		(764,935)		16,417,72
FIXED ASSETS								*		
Land		219,849		2,098,933		2,318,782		_		2,318,78
Buildings and improvements		1,570,775		8,855,884		10,426,659				10,426,65
Vehicles and equipment		870,445		404,922		1,275,367				1,275,36
Total fixed assets		2,661,069		11,359,739	_	14,020,808				14,020,80
Less - accumulated depreciation		1,391,175		3,125,458		4,516,633		-		4,516,63
Net fixed assets		1,269,894		8,234,281		9,504,175				9,504,17
		-,20,000								
OTHER ASSETS								r.		
Restricted cash		22,433	·	386,898		409,331		<u> </u>	_	409,33
Total other assets		22,433		386,898		409,331		· •		409,33
TOTAL ASSETS	S	6,794,685	2	20,301,478	5	27,096,163	s	(764,935)	\$	26,331,22
	LIA	BILITIES	AND	NET ASSET	rs					
CURRENT LIABILITIES										
Current partion of long-term debt	·S	33,275	2	85,805	\$	119,080	\$	-	\$	119,080
Accounts payable		451,787		92,557		544,344		-		544,344
Accrued payroll and payroll taxes		477,322		497,667		974,989		•		974,989
Accrued compensated absences		-		498,403		498,403		-		498,403
Accrued other liabilities		203,158		8,579		211,737		-		211,737
Refundable advances		1,310,895		5,413		1,316,308		-		1,316,308
Tenant security deposits		22,083		40,571		62,654				62,654
Due to other corporations		629,298		135,637		764,935		(764,935)		
Total current liabilities		3,127,818		1,364,632		4,492,450		(764,935)		3,727,515
LONG-TERM LIABILITIES										
Long-term debt, less current portion		282,669		2,157,740		2,440,409		-		2,440,409
Total long-term liabilities		282,669		2,157,740		2,440,409				2,440,409
TOTAL LIABILITIES		3,410,487		3,522,372		6,932,859		(764,935)		6,167,924
• • • • • • • • • • • • • • • • • • •		3,110,707		 		0,774,077		(104,733) 1		0,107,724
NET ASSETS								*		
Unrestricted	·	3,384,198		16,779,106		20,163,304		<u> </u>		20,163,304
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#### SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE COMBINING SCHEDULE OF ACTIVITIES FOR THE YEAR ENDED JULY 31, 2016

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· ·		SNHS Management			
	SNHS, Inc.	Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 33,036,202	s -	\$ 33,036,202	<b>S</b>	
Program service fees	84,333	892,956	977,289	-	977,289
Local funding	37,596	299,944	337,540	; <del>-</del>	337,540
Rental income	-	637,038	637,038	-	637,038
Gifts and contributions	242,554	841,948	1,084,502	-	1,084,502
Interest income	136	305,161	305,297	•	305,297
Unrealized loss on investments	-	(195,356)	(195,356)	, •	(195,356)
'In-kind	2,173,671	-	2,173,671	(2,173,671)	-
Miscellaneous	390,426	382,426	772,852	·	772,852
TOTAL REVENUES, GAINS AND OTHER SUPPORT	35,964,918	3,164,117	39,129,035	(2,173,671)	36,955,364
EXPENSES					
Program services;					
Child Development	9,765,805	•	9,765,805	(2,173,671)	7,592,134
Community Services	1,584,465	-	1,584,465	•	1,584,465
Economic and Workforce Dev.	7,490,754	-	7,490,754	-	7,490,754
Energy	10,350,805	-	10,350,805	' -	10,350,805
Hispanic-Latino Com, Services	293,600	•	293,600	-	293,600
Housing and Homeless	183,374		183,374	-	183,374
Nutrition and Health	2,400,554	-	2,400,554	• –	2,400,554
Special Projects	1,417,406	-	1,417,406	-	1,417,406
Volunteer Services	125,312	-	125,312	-	125,312
SNHS Management Corporation		1,360,675	1,360,675	-	1,360,675
Total program services	33,612,075	1,360,675	34,972,750	(2,173,671)	32,799,079
Support services:					
Management and general	1,923,341	-	1,923,341	· -	1,923,341
TOTAL EXPENSES	35,535,416	1,360,675	36,896,091	(2,173,671)	34,722,420
CHANGE IN NET ASSETS	429,502	1,803,442	2,232,944	; !	2,232,944
NET ASSETS - BEGINNING OF YEAR	2,954,696	14,975,664	17,930,360	<u> </u>	17,930,360
NET ASSETS - END OF YEAR	<b>\$</b> 3,384,198	s 16,779,106	<b>\$</b> 20,163,304	<u>s - s</u>	20,163,304

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